

## **AGREEMENT ON THE GENERAL TERMS AND CONDITIONS OF PURCHASE**

These Terms and Conditions, as well as the provisions of any referring document, all their annexes, and all extracts, drawings, or specifications mentioned in them and originating from the buying entity identified on the face of the Purchase Order ("Buyer" or "we/us"), set out the specific requirements and needs of Buyer. Collectively, these terms constitute the "Purchase Order". This Purchase Order will be our offer to purchase products and services ordered from you ("Products"). You will be required to send us a written receipt of the Purchase Order, by fax and/or email within twenty-four (24) hours, and no changes or reservations relating to this Purchase Order may apply unless we have prior written confirmation of such. On the date of the accepted receipt or if no receipt is sent to us within the aforementioned deadline, our order will be considered final and you will be deemed to have accepted the terms of the Purchase Order without any exception or reservation. Within forty-eight (48) hours from your receipt of the Purchase Order, you will inform us of the delivery date of the Products. If both Parties agree later to change the delivery date, the new delivery date will have to be communicated and agreed between you and our logistical contact who will update the Purchase Order. You will acknowledge receipt of the Purchase Order as described above.

We may revoke this offer at any time prior to your acceptance. By your acceptance, you agree to sell and deliver the Products to us in accordance with this Purchase Order.

These General Terms of Purchase indicate Buyer's specific product requirements. They will apply to all of their stipulations that do not contradict your Terms and Conditions of Sale or with any other provisions that we have negotiated together and set out in writing. However, with the exception to the above, the stipulations of our Terms and Conditions of Purchase relating to the "Guarantee," "Compensation," "Rescission," "Compliance," "Personal Data Protection," "Crisis Management", and "Miscellaneous" will apply in the context of our contractual relations, unless your general terms of sale on these points must prevail due to a public order provision under French law. In any event, these Terms and Conditions of Purchase will apply in their entirety if you do not inform us of your preferred Terms and Conditions of Sale.

### **BUSINESS CONDITIONS**

Order number: The order number shown on the Purchase Order must be included in all correspondences and documents, including delivery or shipping documents from you and accompanying the delivery of the Product.

Price: Prices applicable to Products may not be increased, except in the following cases under the "Changes" clause or as agreed between the Parties in writing. The Price covers the net weight of materials, packaging, labeling and no additional charges of any kind (including charges for containers, insurance, packaging, crates, storage, handling, or shipping, interest charges, service charges, and others) will be allowed. Unless the law prohibits it, you will itemize all taxes imposed on the sale of the Products on your bill.

Changes: The quantities ordered are only estimates and can be revised if our needs change. We will be able to make changes to product specifications, plans, drawings, delivery dates, shipping instructions, or other terms of the Purchase Order at any time. Such changes will be confirmed by a written letter signed by our authorized representative. You will need to notify us within ten (10) days of our notification whether these changes will affect the price or delivery time and, if so, to what extent.

Transport: Unless otherwise stipulated or included in the price of transport, you agree to ship the Products using a carrier designated by us. You must itemize any unauthorized charges that have not been billed to us in detail on your bill. If you ship the Products by an unauthorized method or carrier, you will have to pay any additional costs as a result. You will value shipping by rail or truck at the minimum permitted value and you will not declare the value of the Products.

Title and risk of loss: The title and the risk of loss will be transferred to us when the Products are transferred to us in accordance with the agreed Incoterm.

Shipments: You undertake to carry out shipments according to the quantities and dates that allow you to fulfill the conditions specified in the said Purchase Order. Unless expressly stated otherwise, compliance with deadlines is essential. If a shipment is not made on the date and according to the quantities covered in the Purchase Order or if the Purchase Order is shipped without the approved/negotiated Advance Shipping Notice (if applicable), or without an ASN barcode placed on each box shipped, or if the required packaging conditions are not met, we will have the right to: (i) return to you all or part of the products included in the shipment, at your own risk and expense, including and without limitation the costs of storage or handling, (ii) purchase the Products elsewhere and charge you the additional associated costs, (iii) order you to proceed with the expedited shipping of additional or replacement Products, the difference in cost between expedited shipping and shipping of the Purchase Order being your responsibility, or (iv) debit you the costs incurred as part of the manual reception of hardware under Oracle or under one of our equivalent programs. If you have reason to believe that a Product will not be delivered in accordance with the order or that a shipment will not be made as planned, you agree to inform us immediately.

**Packaging:** Each delivery you make must include a package list containing the Purchase Order number, Buyer Product ID and part number, quantity issued, delivery date, country of origin, the total and net weight of the product, the composition by parcel or other packaging unit, the quantity of parcels or other packaging units, and the missing quantities compared to those detailed in the Order and any other information that we can reasonably request from you or that is required by the regulations in force.

**Inspection and refusal:**

All Products you deliver to us must meet the conditions specified in this Purchase Order. All Products will be received subject to our acceptance or refusal during or before the end of the Inspection Period. We can reject an entire order based on one representative sample of the Product. The "Inspection Period" includes the thirty (30) business days following the delivery of the Products, allowing the completion of any inspection, installation, test, or studies. Issuing a partial or full payment to you for the Products ordered by this Purchase Order before the end of the Inspection Period does not constitute our acceptance of the Products, and does not exempt you from liability arising from a non-compliant product. You agree to put in place and maintain procedures for inspecting and monitoring the systems related to the manufacturing procedures of the Products, these having been deemed acceptable by us, and you agree to maintain and provide us with a full report containing the details of those inspections and controls during the life of the Product and for seven (7) years thereafter.

**Quality assurance:** You will apply, maintain and document a quality system that complies with ISO or a comparable standard to ensure the Product complies with the agreed quality.

**Bills:** Your bills will include the PO number, date, Product ID, item number, billed amount, unit of measurement, unit price, total invoice amount, price detail by type of Product ordered, the net amount of the bill, VAT and, in the case of multiple VAT rates, the amount for each rate, your VAT number and ours for all transactions in France and the European Union, the date and reference of the delivery slip, the shipping method, your name and phone number, the billing address, our name and address, any price reduction made in our favor, the terms of payment, the due date, and any other information that may be required by applicable legislation and regulations or by our written instructions. Invoices must be sent to us within five (5) days of delivery of the Products billed.

**Payments:** Acceptance of the Product delivery will trigger the generation of the invoice. You will send us an invoice containing the required details (most importantly including the PO no.) which, unless otherwise set forth on the face of the Purchase Order, we will settle within sixty (60) days of the issue date, unless any legal provision is made to the contrary. For any invoice unpaid on the due date, the payer will immediately and legally be liable for late interest payments at the legal interest rate in force in the country from which the payment originates. In the event that the delivery or fulfillment is delayed and in the event that an invoice is issued before that delivery/execution, the payment date on that invoice will be postponed by the same period. This section "Payment" applies unless otherwise stipulated in your Terms and Conditions of Sale and/or invoice or as long as the Parties have agreed in writing to the contrary.

**Compensation:** We will be able to compensate any amount that you or your affiliates may owe us on any amount that we may owe you at any time.

**Guarantee:** You declare and guarantee that the Products: (i) will be your property and will be free of privileges, claims or security, (ii) will be strictly compliant with all express or implied specifications, drawings, plans, instructions, samples, or other descriptions; (iii) will be adapted and sufficient for the use or uses for which they are manufactured and sold and, if you are aware of them for a particular use (or have reason to assume a particular use) for which we or our customers intend to use the Products, (iv) will be new and marketable and (v) will be free of design, content, and manufacturing defects, whether hidden or otherwise. You declare and guarantee that neither the Products nor the use of the Products will infringe patent, copyright, trade secrecy, trademark, or other third-party ownership. You declare and guarantee that any services you can provide will be executed competently and will be suitable for all uses for which you know or have reason to believe that we or our customers intend to use them. You agree that these guarantees: (a) will apply notwithstanding the inspection, receipt, and use of the Products by ourselves and by our customers, (b) are to our benefit and that of our successors, rights holders, customers, and users of our Products, and (c) are in addition to any guarantees and remedies that we might otherwise agree to or that result from the law. You are committed to extending to our customers and ourselves all the guarantees granted by your suppliers (and to have them executed). You pledge a warranty commitment for Products, spare parts, and repairs/labor for products delivered for twenty-four months (24) months from their date of manufacture.

**Indemnity:** You undertake to defend us and indemnify us, as well as our customers, and to absolve our liability and those of our customers in the event of complaints (including in the event of a complaint for infringement of intellectual property rights, breach of contract, death or damage to a person or property or other non-contractual complaints), all forms of liability, damages (direct or indirect) and costs (including legal costs and legal fees) that are involved in or are in the context of the violation of a commitment, declaration or guarantee included in this Purchase Order, or for any act committed or omitted by you or your agents, employees, or subcontractors. We will notify you of these allegations, trials, or lawsuits and we will help you (at your own expense) to defend them.

**Packaging and labeling:** You will be responsible, at your own expense, for the safe and adequate packaging of the products. You agree to comply with the requirements of all applicable regulations for packaging, labeling, and transporting products in the countries of manufacture, shipping, transit, or destination. If the Products delivered are perishable, you will be required to put the expiry date on all indivisible packaging units of the Products.

## RESILIATION CLAUSE

Unmotivated: Subject to compliance with applicable law, we may at any time terminate all or part of the Purchase Order, at our will and without cause, respecting a written and reasonable notice, which will be of a maximum duration of thirty (30) days. In the event that we notify you of such a termination, you will immediately have to cease all work and terminate all orders and contracts with third parties in connection with this Purchase Order.

We will only be liable to you for your actual and reasonable costs resulting directly from the termination and that cannot be recovered or reduced (e.g. purchased equipment and labor costs prior to receipt of the notice of termination). You will notify us in writing of these fees within thirty (30) days of termination. The above will be our only liability to you in the event of termination without cause.

Motivated: If you fail to deliver, we will be able to terminate all or part of the Purchase Order without incurring responsibility to you, with notice on your part. There will be a breach on your part if you: (i) fail to fulfill one or more of your obligations within the deadline under the terms of the Purchase Order, (ii) do not make progress such that you compromise the correct execution of the Purchase Order, (iii) fail to comply with applicable legislation and regulations or (iv) fail to comply with Buyer's integrity rules or requirements compliance described herein. We will be able to terminate this Purchase Order in the event of a breach and if you do not remedy it within ten (10) days (or any longer time we may authorize in writing) as of receipt of our written notification of breach). In addition, if we determine that your statements, guarantees or commitments are inaccurate, we will have the right to terminate this Purchase Order with immediate effect, without any compensation, and you will have to compensate us for any damages suffered by us as a result of the inaccuracy of your statements, guarantees or the breach of your commitments. There will also be a breach on your part if you do not meet your financial obligations, if there are proceedings against you under the bankruptcy or termination of payments, if a judicial administrator is appointed accordingly or if you make a transfer to your creditors. In the event of the termination of a Purchase Order following a breach on your part and without prejudice to any other legal or fair remedies available to us, we will be entitled to: (a) refuse receipt of delivery of one or more Products(s), (b) return previously accepted unused Products and recover from you payments made under these Products (and our freight, warehousing, and other costs), (c) recover down payments for undelivered or returned Products, (d) purchase Products elsewhere and charge you for the resulting losses including in particular, in the event of indirect damages as a result of a breach on your part; and (e) become the owner and taking possession of all parts of the work previously performed and not deliverable under this Purchase Order.

## COMPLIANCE

Applicable law: You declare, guarantee and certify that your performance under this Purchase Order will comply with all national, European, and local laws and regulations, ordinances, rules, provisions, and any convention or standards as amended regularly, in each of the countries where the products are manufactured, used or delivered, where your execution will take place or the rules applicable to production, labeling, transportation, import, export, licensing, certification or approval of products, including those that prohibit bribery or other payments or similar practices and those relating to environmental protection, import and export, taxes and other customs duties, wages, hours and working conditions, worker safety, ionizing radiation, licensing conditions, medicines or medical equipment when applicable, discrimination, sexual harassment, immigration, selection of subcontractors, hygiene and safety, toxic substances, hazardous materials, and electrical or electronic equipment.

You declare, guarantee and further certify that: you and your suppliers will not resort to child labor, forced labor, prisoner labor, the work of people who are under the minimum age required to work in the country of manufacture or work or in violation of minimum wage, working hours or overtime laws in the country of manufacture or in a any territory where services are provided under this Purchase Order in connection with the manufacture and supply of the Products. You will provide us with all the information necessary to enable us to comply with the legislation and regulations applicable to our use of the Products.

Imports/exports: You declare and guarantee that you will comply with all applicable export laws, regulations and rules, as well as all other federal laws or regulations, state and local, the provisions and requirements in force in the European Union or any other country concerned with regard to import and export. You will also obtain the applicable set of permits and licenses necessary to fulfill your obligations under this Purchase Order, and at our request, you will provide us with the copies/documents. If the Products contain components from the United States, you will also provide us, at our request, with details of the value of the American content, in the form of a percentage of the cost of the Product. In addition, you will provide us with ECCN numbers and Harmonized Tariff numbers assigned to your Products or any other information that we may reasonably ask of you at our request.

Country of origin: You will indicate on each Product, and, if relevant, on the packaging of the products, on the labels, and invoices, the country of origin of the Product in accordance with the applicable customs regulations. You must also provide us with acceptable and auditable documentation establishing the country of origin, including, among others, certificates of origin for products subject to preferential provisions in the field of duties and taxes such as those provided for by EFTA (European Free Trade Association) and the EEA (European Economic Agreement).

WEEE, RoHS and equivalent guidelines: You agree to provide us with a written list of any Product containing: (a) lead, mercury, cadmium, hexavalent chromium, polybromodiphenyls (PBB), polybromodiphenylethers (PBDE), or other hazardous substances restricted under the European Directive 2002/95/EC (27 January 2003) (RoHS Directive), as amended or, under any other equivalent directive or regulation. You declare, guarantee and certify that, (i) unless specifically listed in a document you provide us at the time of purchase, none of the Products is "electrical equipment or under the European Directive 2002/96/EC (27 January 2003) (DEEE Directive), under any other equivalent directive, (ii) none of the products contains arsenic, asbestos, benzene, polychlorobiphenyls (PCBs) or carbon tetrachloride or any chemical that is limited in use under the Montreal Protocol on substances that reduce the ozone layer, and (iii) products comply with the requirements and specifications communicated by us.

Product compliance with specific regulations: Without limiting the general nature of the above, you declare, guarantee, and certify that the Products and their manufacture will comply with the entire legislation and all regulations relating to medicines and medical devices as well as all statutory, official, and/or customary standards applicable to the Products.

Supplier integrity: You certify that you have received a copy and are familiar with our integrity policy contained in the document: "Integrity Guide for Suppliers." You undertake to make your best efforts to comply with the rules of integrity in the performance of your obligations under this Purchase Order, including without limitation, the obligation to inform us of any possible violation of this policy. You agree to enforce these integrity policies through your employees, agents, and anyone else who must provide us with the Services. You declare, guarantee, certify, and ensure that you and your employees will not make bribes or other similar payments or practices, nor give gifts, cash, free travel, or other remuneration equivalent to your employees, with or without market value.

Changes to Products: The changes you propose, whether hardware or process modifications, which are likely to affect the design, adaptation, function, reliability, ease of maintenance, performance, interchangeability, regulatory compliance, safety, or compatibility with our equipment will be subject to our approval via the "SCR" (Supplier Change Request):" procedure for the Supplier requesting changes) or, as the case may be, by any other specified means, accompanied by a written notice of change for our approval. The change notice must at least include the relevant part number, implementation date, serial number of the modified assembly, reasons for the change, and specific dates for the change. The change notice must be sent to us at least ninety (90) calendar days before the proposed implementation date. We will then have fifteen (15) days to respond by authorizing the change, refusing it, or requesting a sample to be evaluated.

Environmental quality: You declare, guarantee, certify, and agree that (i) you will take appropriate measures to ensure a safe and healthy work environment and protect quality environmental in each of your activities (ii) each chemical that makes up or is contained in the goods sold or transferred to us otherwise is listed below under assembled and published chemicals (a) by the environmental protection agency in accordance with the Toxic Substances Control Act (15 USC Section 2601 and following) as amended or (b) The European Inventory of Existing Commercial Chemicals ("EINECS") or (c) any other equivalent list from one of the territories where we inform you the goods will be transported to in the future. If the goods or materials sold or transferred to us contain hazardous materials, you must produce all the necessary information in accordance with applicable requirements, such as the labeling requirements set out in the 91/155/EEC-compliant Safety Data Sheet or any similar requirement in place in one of the territories where we inform you the goods will be transported to in the future.

You also declare, guarantee, and certify that you have an effective program in place to ensure that the activities of the suppliers you use to provide goods or services that will be incorporated into the goods provided under this Purchase Order, will be conducted in accordance with the above guarantees and statements.

At our request, you will occasionally provide us with certificates relating to applicable legal requirements or the updating of declarations, guarantees, certifications or commitments contained in this Purchase Order; the said certificates must satisfy us both in form and content.

## **PERSONAL DATA PROTECTION**

You (the "Supplier" or the "Seller"), agree that Buyer's confidential information is subject to organizational, technical and physical checks, and other precautions presented in the **Privacy and Data Protection Appendix (PDPA)** at: [www.cytiva.com/suppliers](http://www.cytiva.com/suppliers). If you have access to Highly Confidential Information, Personal, Controlled or Sensitive Personal Data, or a Buyer Information System as defined in the PDPA, you will be able to agree to apply these additional precautions and grant additional rights to Buyer, as defined in the section of the PDPA relating to this data. The terms defined in this section that cannot be defined in this Purchase Order are defined as set out in the PDPA. Should these terms differ, the definitions established in the PDPA shall prevail.

## **CRISIS MANAGEMENT**

Communication: You will need to maintain your ability to contact us 24 hours a day, 7 days a week, to communicate and manage crisis situations that threaten or interrupt the manufacturing and supply process.

Business Continuity Plan(PcCO): At a single request from us, you will need to provide us with a Business Continuity Plan with the necessary emergency arrangements to ensure the continuity of the manufacturing and supply in case you or any of your suppliers are not in a position to provide us with the Products or their components.

## MISCELLANEOUS

Our property: All drawings, documents, dies, plans, models, molds, samples, data, tools, production aid tools, testing and other equipment and materials, inventions, technologies, industrial secrets, know-how, and other information, which we provide to you, as well as any related intellectual property rights, or materials belonging to us ("Knowledge Belonging to Buyer") are and will remain our exclusive property. The risk of loss and damage of said property will be your responsibility. All these assets will be kept safe and separated from your own property, and will be marked as the property of Buyer. You must not move our property from your premises or possession without our prior consent. You undertake not to substitute other assets for our property and not to use them, except for the purposes of carrying out the work under these provisions or with our permission. You also agree to insure the material goods at their full replacement value. Tangible goods will be kept at your own risk and subject to removal on our part (in which case you will deliver these goods to us, at your own expense, in the condition they were in when you received them, excluding wear due to daily use).

As a result, you and all your subcontractors, if applicable, commit not to copy or reproduce Knowledge Belonging to Buyer, either wholly or partly, and not to use them in any way and in any form, except in strict compliance with our written permission. We will grant you this authorization without exclusivity and on a non-transferable basis, for the sole purpose of delivering the Products concerned and only for the duration of this provision.

Ownership of Results. Developments, whether on computer or not, studies, reports, documents, or other new knowledge, patentable or not, that you will be able to produce/create/collect as part of supplying a given product or that are developed or acquired at our expense as part of the fulfilling a Purchase Order will definitively become our exclusive property on the current foundations once they have been produced/created/collected (the "Results"), even if you haven't communicated them to us yet.

This assignment of rights, titles, and interests covers all exclusive intellectual property rights (i.e. industrial property rights as well as literary and artistic property rights, in the sense of the below), on a global scale, for the duration of these rights, and without any restrictions in terms of impressions, broadcasts, reposts or use. A third party may replace us in exercising all or part of these intellectual property rights by way of transfer, assignment, licensing, or other legal method. You also agree to surrender to us all the material property rights on the media on which the Results are recorded, to enable their manufacture. The transfer price is expressly included in the price paid to you to supply the Product concerned. If the rights covered by this assignment relate to software products, the assignment will cover both the object code and the source code of all elements of the Results, including preparatory materials and related documentation.

For the purposes of these, literary and artistic property rights are defined as the exclusive rights covered in the first part of the French Intellectual Property Code (Articles L 111-1 to L-335-10), including auxiliary rights and the rights of database producers, for the types of use covered below, regardless of the type of work involved, whether it is an individual, joint, or collective project: (a) the right to reproduce, duplicate, print, record all or part of the Results on any medium, such as paper, film, magnetic tapes, computer, or digital format, as well as on all media known now or in the future, in all formats, this right of reproduction including the right to permanently or temporarily reproduce all or part of each Result, in any way and in any form, including, but not exclusively, for display, execution, transmission, storage, or use on all sites (b) the right to establish all versions in French or another language, including in any computer language, of all or part of each of the Results and, more generally, the right to translate, organize, modify, adapt, and transform wholly or in part and in all written, verbal, telematic, digital, or other forms of each of these Results for the needs of all types of use, (c) the exclusive right to publish, distribute, edit, or re-edit, use, grant or agree to rights to use, rent or lend reproductions of all or part of the Results, in their original version or in a version as previously defined, for free or in return for a payment, (d) the exclusive right to run, broadcast, or use all or part of each of the Results in their original version or in a version as previously defined, including television broadcasting and public communication with or without wireless, by public projection, by transmission in a public place of the work broadcast or communicated to the public, by public representation or in any other way, (e) the right to correct errors, monitor and maintain. As a result, we are the only party authorized to directly or indirectly use the Results, subject to compliance with applicable legal conditions. If the results are fully or partially patentable, we will be the only party authorized to file or have the third party of our choice file, in our name and at our expense, one or several patent applications covering all or part of the Results in all countries, as we see fit. Within your capabilities, you will assist us in filing the aforementioned patent applications at our own expense and in defending and maintaining all patents obtained. We own the Results, which naturally prohibits you to use all or part of these without our express and written consent, either on your own behalf or on behalf of a third party. However, this prohibition only extends to results specifically produced for us, and not to general knowledge in the public domain, or to the know-how implemented or developed by you for the purpose of supplying the Products under these provisions. You hereby undertake to absolve us of our responsibility in the event of any violation on your part of these Terms of Purchase and in the event of a complaint filed against us by a third party, in particular salaried or self-employed creators who participated in any way in generating the Results.

The use of our Intellectual Property. If one of our affiliates or we are the owners of the intellectual property rights relating to the Product model or the technical processes used to deliver services by way of a Purchase Order, you will not be allowed to outsource all or part of the Purchase Order to a third party, to modify all or part of the manufacturing or the relevant technical process, to modify a component, raw material or other element required for to supply the Products without our prior and written consent. If neither we nor our affiliates hold these rights, you will be required to notify us of any changes in manufacturing or other technical processes that may affect the product characteristics, as well as any subcontracting on your part.

For the purposes of this document, "affiliate" means any company that directly or indirectly, controls us, or is under our control, or is under the control of the same entity that we control. The definition of "control" is provided for in Article L.2333 of the French Code of Commerce.

No rights are granted under our patents, copyrights, trade secrets, or other property rights, except as we may expressly agree. You will not use or incorporate other people's intellectual property into the Products without their written permission. Without limiting your indemnity relating to intellectual property, if the use of a Product or its parts is ordered by the courts, you must, at our discretion and at your expense, obtain for us the right to continue to use the Product or relevant part of it, replace it with a compliant equivalent, or withdraw the Product and refund us the purchase price and any related costs that we may have incurred.

Cooperation: You must cooperate reasonably with us to secure the Intellectual Property rights developed under this Contract, for example, by assisting us with the registration and defense of patent applications, ensuring applications are reviewed in a short period of time, providing us with documentation on the evidence, and implementing those documents at our reasonable request.

Your information: Unless expressly agreed otherwise, any knowledge or information you give us will not be considered confidential or private information, and we may use it without restriction. You acknowledge that we will use the information you provide to us and that we will rely on it, and that you will compensate us and absolve us of any liability in the event of costs and damage that we may have to suffer as a result of inaccuracies in this information.

Our information: You agree to keep confidential any items or information that we may pass onto you. You agree not to disclose or use directly or indirectly, such items or information for reasons other than to fulfill this Purchase Order. You undertake to return to us immediately, at your expense, the said materials and information upon delivery of the service, termination of this Purchase Order, or simply at our request. Despite the contrary clauses contained in the This Purchase Order, you and your employees, or other agents may disclose to any person, without any limitation, any aspect related to the fees charges and costs of this transaction and all the elements (including expert opinions and other audits) that we provide in relation to these charges and costs.

Hygiene and safety: Your employees, agents, and representatives visiting our sites will be subject to the regulations in force on the relevant site in terms of hygiene and safety. You will ensure that we receive in writing and prior to the delivery of the Products and/or the delivery of the services, all information that you in possession of or that is available to you within reason, about potential risks known or considered to arise during the transportation, handling or use of the Products and/or service delivery. If applicable, you will be responsible for ensuring that tankers and other transport equipment are carefully cleaned before filling or loading.

Compensatory credit: You guarantee that the value of compensatory/industrial equity credits that may result from this Purchase Order can be applied to current or future compensation/industrial participation programs and will be our property in their entirety. You are committed to helping us obtain such equity credits.

Audit fees: At our request, you will let us audit and take copies at your own expense, if applicable, of the documents in your possession concerning the fulfillment of your obligations under this Purchase Order or other applicable legal requirements. In addition, at our request, you will allow us reasonable access to sites where the work under this Purchase Order is performed, in order to evaluate (1) the quality of work, (2) compliance with our specifications and (3) compliance with your statements, guarantees, certifications, and commitments under this Purchase Order.

Brands: The names and trademarks of each party will remain its entire and exclusive property. If you place any of our brands on any Product or if a Product is exclusively ours, that Product will not bear your name or brand, and will not be sold any other parties.

Advertising: You will not be able to make any announcements or press releases, advertise, or publish without our prior and written consent – considering the fact that we have signed a contract to purchase property and services from you – communicate information about this Purchase Order or use our names or brands, or those of our affiliates or customers.

Work on our premises or on our clients' premises: If you work on our premises or on our client's premises, you will comply with all rules and regulations applicable to that site. Unless the claim is solely and directly due to our negligence or the negligence of our client, you will compensate us, our client and ourselves, in the event of a claim that involves in any act committed or omitted by you or your agents, employees, or subcontractors on our premises or on our client's premises. If your employees work at a Buyer site, you will be required to prepare a Prevention Plan together with the person responsible at Buyer' site, to identify the risks of each operation and establish the safety rules that must be followed to protect against these risks. You will also be required to inform your employees of the environmental protection rules as well as the rules set out in the stated Prevention Plan for Occupational Health & Safety. This Prevention Plan must be implemented before your employees start work on the aforementioned sites in accordance with Decree 92-158 of February 20, 1992. If your employees work on our customers' sites, you must comply with the Buyer Suppliers' Code of Practice that we will pass onto you.

Insurance: You agree to take out liability insurance (including, but not limited to, general liability insurance, product liability insurance, and property damage insurance) which will fully protect us in the event of liability under the terms of this Purchase Order and, upon our request, you will provide us with proof of this insurance policy.

Applicable law and jurisdiction: All orders placed by us and the resulting sales are regulated under French law, regardless of its rules of conflict of laws or the provisions of the United Nations Convention (Vienna) of 11 April 1980 relating to the international sale of goods. ANY DISPUTES BETWEEN US IN THE CONTEXT OF OR BECAUSE OF THE EXISTENCE, THE VALIDITY, INTERPRETATION, EXECUTION, AND/OR TERMINATION OF A PURCHASE ORDER (OR ITS TERMS), AND/OR THE RESULTING SALE WILL BE DECIDED BY THE COMPETENT COURTS OF PARIS, INCLUDING IN CASES OF REFERRAL PROCEEDINGS, THOSE OF CO-DEFENDANTS, WARRANTY APPEALS, OR OTHER CONTRARY PROVISIONS CONTAINED IN YOUR GENERAL TERMS OF SALE OR YOUR COMMERCIAL DOCUMENTS.

Damage limitation: WE SHALL IN NO WAY BE LIABLE TO YOU FOR INDIRECT DAMAGES OF ANY KIND, INCLUDING IN PARTICULAR BUT NOT EXCLUSIVELY, COMMERCIAL PREJUDICE, LOSS OF CUSTOMERS, LOSS OF PROFITS OR MARKETS, COMMERCIAL DISTURBANCE OF ANY KIND, AND/OR LOSS OF BRAND IMAGE INVOLVED IN THE EXISTENCE OR IN THE CONTEXT OF CARRYING OUT THIS ORDER, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

Recourse: The rights and recourses contained herein are cumulative and are in addition to all other rights and remedies available by law.

Waiver and invalidity: The waiver to assert a claim or right as a result of a breach must be made in writing and signed by the aggrieved party. Failure to enforce a provision of the Purchase Order will not be construed as a waiver of that provision or any other provision, nor will it be construed by the right to enforce them. The total or partial incapacity of a provision herein will not affect the remaining provisions.

Assignment: You will not be able to assign any right or delegate an obligation under these terms without our prior and written consent. Any attempt to transfer or delegate on your part will be null and void.

Independence of the parties: The relationship of the parties below is of independent co-contractors. Nothing in this Purchase Order is to be construed as constituting a partnership, a joint subsidiary, or similar relationship between the parties, and no party should be deemed to be the agent of the other side. You must compensate us and defend us against all claims by your employees, contractors, or subcontractors to the right to compensation or gain on our part or in which we would be for whatever reason their employers or co-employers, including any claims relating to associated financial charges or penalties.

Electronic transactions: You and we waive the right to challenge the validity of the resulting order or sale solely on the basis that it was made/concluded electronically or in the context of an exchange of electronic documents online. As such, you and we are committed to considering all electronic documents that we may exchange or complete in the context of said order and sale (HTML pages, mail electronics, etc.) as enforceable original documents and to assign to any electronic document the same value of proof as an "original" written document.

Titles: The titles contained in these General Terms are intended solely to facilitate references and cannot be used to interpret them.

Force Majeure: Any delay or impediment in the performance of your obligations below will be excused if caused by an unpredictable, external, and unpreventable event, and once you have sent a written note (including the estimated duration of that deadline) within ten (10) days of the occurrence of the said event. During the period of delay or non-performance, we have the right to obtain alternative or replacement elements from one or more alternative sources and in such a case, there may be a proportional reduction in the quantity of products ordered. If the deadline extends beyond thirty (30) days or if you do not provide us with sufficient guarantees of the delivery being met before the thirtieth day, we can terminate the Purchase Order and anything already paid by us must be quickly repaid.

Work and supply problems not due to Force Majeure: Notwithstanding any contrary clause contained in this Purchase Order, no delay or failure in the performance of the above obligations will be excused if caused by problems related to your work, the work of your subcontractors such that, by way example and without this being interpreted as being limited to, the closure of your factories, general strikes, a slowdown in performance, or your inability or the inability of your subcontractors and/or suppliers to obtain electrical or similar power, equipment, labor, transport equipment, or transport capabilities.