

## GENERAL SALES CONDITIONS

### 1. SCOPE

Our general sales conditions apply to all purchases of Products, Equipment or Services made by Aerotec Group, with the explicit exception of the general sales conditions of the supplier and any other document from the supplier pertaining to a purchase by Aerotec Group. The term "Products" is taken to mean products and supplies. The term "Equipment" is taken to mean moulds, machines, tooling and miscellaneous equipment. Only a provision written and signed by our Company can modify the present general purchasing conditions.

### 2. ORDER

#### 2.1 Purchase order.

All purchases must be confirmed by a purchase order issued by our Company.

#### 2.2 Acknowledgement of receipt

The Purchasing Department that issued the order must be notified of any modifications to our order by the supplier within 8 calendar days of the order being sent. Failing this, the conditions detailed in the order shall be considered as accepted without reserve by the supplier. Any such modification must be dated, bear the corporate stamp of the supplier and be signed by a duly authorized person.

### 3. PACKAGING AND DISPATCH DOCUMENTS

#### 3.1 Packaging

##### 3.1.1 Type

All deliveries must be made with packaging appropriate to the nature of the Products and Equipment, in compliance with the instructions given in the purchase order of our Company and in compliance with the norms, standards and regulations in force in the Member States of the European Union, or in the country of final destination.

##### 3.1.2 Mandatory information

Each packaging unit must, if necessary, be provided with, on the outside and in a legible manner, the information detailed in our purchase order of our Company and required by the regulations in force in the Member States of the European Union and in the country of final destination as well as any information concerning specific storage and safety conditions. Each packaging unit must include, in addition, details of our order number, the serial number, the designation of the Products and Equipment, the quantity delivered or the net or gross weight and, in the case of Equipment, the number of packages delivered.

#### 3.2 Dispatch documents

3.2.1 Before any chemical / dangerous products' delivery to one of our premises, the supplier must communicate security details card.

3.2.2 The supplier must attach to the delivery a detailed delivery note in two examples, giving the bundling and the nature of the packaging as well as the details given in our purchase order of our Company and which allow the identification of the Products and Equipment and their quantitative verification, as well as all of the information given on the packaging unit.

### 4. DELIVERY

4.1 The date and location of delivery are elements that are inseparable from the other terms of the order. The supplier shall take all necessary measures to comply with these requirements, not just with regard to the Products and Equipment themselves but also with regard to all necessary technical, administrative and dispatch documents. Unless otherwise stipulated in the purchase order, the receipt of goods is carried out in the premises of our Company, on working days and during normal working hours. No deliveries will be accepted outside of these times.

4.2 Unless otherwise stipulated by our Company, the delivery of the Products shall be considered as effective when they are taken charge of at the delivery location stipulated above. The delivery of Equipment shall be considered as effective on acceptance by our Company after installation. The supplier undertakes not to deliver the Products and Equipment before or after the scheduled date or in surplus quantities, without the explicit authorization of the Purchasing Department that has issued the order and it undertakes to bear any costs incurred as a result of this late or surplus delivery. If deliveries are not made on time, our Company reserves the right to apply penalties for each day of earliness or lateness.

4.3 Unless otherwise stipulated, the transfer of risk and peril shall take place on delivery to our Company.

### 5 NON-COMPLIANCE WITH QUALITY / DELIVERY TIMES / CONFORMITY REQUIREMENTS

5.1 Our Company reserves the right to carry out any controls on the Products and Equipment before the delivery to the premises of the supplier, as well as in its own premises after their delivery, without however the guarantees bestowed by the supplier being diminished by this right. Any Product or Equipment recognized as non-conforming, particularly with regard to the quantitative and qualitative specifications, may, on the decision of our Company, be returned to the supplier or taken back by the supplier at its cost, risk and peril. Our Company reserves the right to invoice the supplier for any storage costs relating to these rejected Products and Equipment.

5.2 If the order is unfulfilled or incorrectly fulfilled (such as, in particular, and without this list being restrictive, lateness in the fulfillment of the order, insufficient quantities delivered, non conformity of the Products and Equipment, etc.) our Company reserves the right, without being liable to pay any compensation to the supplier and without prejudice to our rights to claim damages from the supplier or the refund of any supplementary costs incurred :

- to cancel or annul all or part of its order,

- to obtain its supplies from other suppliers,

- to terminate, or have terminated by a third party of its choice, the works that have not been fully executed, and the supplier undertakes to transfer to it the Studies, Equipment, raw materials, semi-finished Products, without an adverse claim for industrial or intellectual property rights being able to be brought against it.

5.3 The supplier undertakes to guarantee our Company the supply of standard spare parts for a period of at least 10 years as of the date of mass production of the last part.

### 6. TRANSFER OF OWNERSHIP

6.1 Our Company shall be the owner of the goods ordered as soon as they are individualized in the premises of the supplier, which undertakes to defend, in all circumstances, the property rights of our Company.

6.2 Our Company rejects any title retention clause, the purpose of which, either directly or indirectly, is to subordinate in any manner whatsoever, the transfer of ownership of the Products and Equipment to the payment of all or part of the price.

6.3 In the case of Equipment produced by the supplier on behalf of our Company, this Equipment as well as the intellectual or industrial property rights pertaining to it will become the property of our Company as and when it is produced and may not be withheld by the supplier, nor seized by a creditor of the supplier. The supplier must take all necessary measures vis-à-vis third parties to perfect our property rights, particularly through marking or owner's nameplates or any other means that demonstrate, in an incontestable manner, the said right. At our request and at any moment, the supplier shall return this Equipment in perfect working order.

6.4 In the event of stockpiling of Equipment by our Company, in the supplier's premises, with regard to sub-contracting: This equipment is, and will remain, the exclusive property of our Company which may take it back at any time. The supplier shall ensure visibility vis-à-vis third parties with regard to this ownership. It shall be used exclusively for the fulfillment of our orders. The supplier shall be responsible for the maintenance and any preventive or remedial adjustments required for its correct operation. At our request and at any moment, the supplier shall return this Equipment to us in perfect working order.

6.5 Unless otherwise explicitly stipulated and without prejudice to Article 4.3, the supplier shall bear the risks incurred by the Equipment, materials or semi-finished and finished Products in its premises, as well as any risks stemming from their use.

6.6 The supplier shall insure the Products and Equipment against any damage that could arise (including theft) for a sum at least equal to their replacement value up to delivery.

### 7. PRICE, INVOICING AND PAYMENT CONDITIONS

7.1 Unless otherwise stipulated in the order, the prices shall be firm, non-revisable prices and are agreed "delivered duty paid (DDP) in our premises" (defined in accordance with the INCOTERMS 2000), whereby the seller takes charge of all transportation and unloading costs, custom duties and taxes up to the entry in our premises, as well as the insurance and risks up to the definitive receipt of goods in accordance with the stipulations of Article 4.

7.2 The invoice must comply with all legal and regulatory obligations. In addition, it must include all of the details given in the order and allow the identification and control of the Products and Equipment. The invoice must be sent to the billing address detailed on the purchase order.

7.3 The invoice must be issued on the date the Products and Equipment are delivered to our Company.

7.4 Unless otherwise stipulated in the order, all purchases shall be paid 60 days of invoicing, from the moment the Products and Equipment are recognized as being in full compliance with the order placed by our Company.

7.5 If so requested by our Company and in accordance with the legal and regulatory opportunities in force, the supplier accepts that our Company may, at any moment, make a conventional compensation between its receivables towards our Company and any debts that it may have in its respect, even if the legal compensation conditions are not met.

7.6 The supplier undertakes to notify our Company beforehand of any assignment of receivables on our Company on a Dailly slip. Unless explicitly agreed to by our Company, the supplier undertakes not to assign its receivables on our Company by any other means.

### 8. SUB-CONTRACTING

8.1 Orders may not be fulfilled, either in whole or in part, by a sub-contractor of the supplier without the prior, written agreement of our Company.

8.2 If authorization is granted for a third party to sub-contract all or part of the order, the supplier will remain responsible for the execution of its services by its sub-contractor with respect to our Company and undertakes to ensure that its sub-contractor fully complies with the present general purchasing conditions.

## 9. CONFORMITY

### 9.1 Conformity with plans, requirements definitions and specifications

Without prejudice to the provisions in Article 9.2, the supplier, as a professional organization, is responsible for the quality of its Products and Equipment which must, in particular, comply with the plans, requirements definitions and specifications delivered by our Company and, in the case of non-detailed characteristics, with the initial samples that have been accepted. The supplier must make any necessary recommendations with regard to the appropriateness of the plans, drawings and specifications that it has been issued with and, more generally, provide any information on its Products and Equipment concerning the final destination of the Products and Equipment. Any technical modification, even minor, must be the subject of a numbered order amendment issued by our Company.

### 9.2 Conformity with laws and regulations

The Products and Equipment must comply with the requirements of the laws, regulations and standards in force in the Member States of the European Union, in particular with respect to health, safety and the protection of the environment, and the standards and provisions that must be complied with in the countries in which the Products and Equipment are intended.

### 9.3 Origin of the Products and Equipment

If so requested by our Company, the supplier will certify the origin of the Products and Equipment.

### 9.4 Quality assurance and Conformity

The supplier undertakes to deliver the products or services in full conformity with the requirements definitions and (or) specifications issued by our Company. The supplier undertakes to deliver the products or services in compliance with the requirements pertaining to the quality management system defined in the NF EN ISO 9001 Standard, version December 2000. The supplier recognizes that our Company shall have the right to carry out audits in order to evaluate the supplier's quality assurance system.

### 9.5 Compliance with Health, Safety and Labour regulations

Our Company reserves the right, in the event where it is called upon to bear the financial consequences of non-compliance by the supplier with regulations relating to Health, Safety and Illegal Work, to demand compensation to the extent of the sums due to this supplier. In the case of Services executed in our premises by the supplier's employees, the supplier undertakes to respect the regulation related to health, safety and working conditions, and notably, undertakes to use only qualified and authorized employees for the executed job.

### 9.6 Compliance with international standards with respect the labour code and the environment.

The supplier undertakes to comply with the general principles and the international agreements of the International Labour Organisation and with international agreements regarding the protection of the environment.

## 10. CONFIDENTIALITY

The supplier shall be held to comply with professional secrecy. Any information, of whatever nature, communicated by our Company 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, either by itself, or by its officers, permanent or occasional representatives, suppliers or sub-contractors. This obligation of confidentiality shall apply throughout the fulfilment of the order and extend for a period of five (5) years after. As soon as the order has been fulfilled, the supplier undertakes to immediately return to our Company, on request, all documents, whether confidential or not, pertaining to the said order.

## 11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

### 11.1 Studies

Studies, projects, prototypes and documents carried out or drawn up by the supplier on behalf of our Company are the property of our Company and the price includes the remuneration of the intellectual and industrial property rights. The supplier may not use, reproduce, patent, file, or disclose all or part of them to any third parties.

### 11.2 Equipment

The price paid to the supplier for the Equipment produced by it or by its sub-contractors includes the remuneration of the intellectual property of the supplier with regard to this Equipment. All of the items entrusted by our Company to the supplier, as well as any specific production tooling or equipment manufactured by it for fulfilling orders, are the property of our Company, which prohibits its use for purposes other than the fulfilment of said orders. The supplier must take all necessary measures vis-à-vis third parties to perfect our property right, particularly through marking or ownership plates or any other means that show, in an incontestable manner, the said right.

### 11.3 Guarantee

The supplier shall be personally responsible for the validity of its industrial and intellectual property rights for the manufacture and commercialization of the Products and Equipment. It shall guarantee our Company against 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 our Company in the event of any legal proceedings. If an action taken out by a third party has the effect of prohibiting, restricting or modifying the commercialization or the sale of the said Products and Equipment, the supplier shall be solely responsible for any damaging consequences that may result from this action. Moreover, it must compensate our Company for the whole prejudice that it has been caused as a result of the total or partial non-fulfillment of the contract, including any damages that it may have to pay to its customers as a result of it not being able to meet its commitments. In all cases of legal proceedings taken out against our Company, our Company reserves the right to cancel, by right, the contracts underway by sending a simple registered letter with acknowledgement of receipt, subject to all of its rights and actions towards the supplier.

### 11.4 Default

In the case of the production of Equipment that implements the industrial and intellectual property rights of the supplier and if the supplier is in default of its obligations, the supplier explicitly authorizes, by right, our Company to complete or have completed the Equipment and/or to produce or have produced the parts in the production of which this Equipment is intended, and the supplier undertakes to communicate to our Company the plans enabling the manufacture of the Equipment or parts, as well as the source codes for the software.

## 12. RESPONSIBILITY, GUARANTEE AND INSURANCE

12.1 Our Company reserves the right to claim for damages if any of the present general purchasing conditions are not complied with. The supplier shall guarantee our Company against any action by third parties resulting from noncompliance with the provisions of the present general purchasing conditions and undertakes to bear any financial or other consequences.

12.2 The Products and Equipment sold shall be guaranteed by the supplier against any defect or flaw, whether hidden or apparent, arising from a defect in the material, the manufacture or the design, including any Products and Equipment that it may have entrusted, in whole or in part, to third parties. Without prejudice to the provisions in Article 5, in the event of non-conformity discovered as from delivery and on simple request by our Company, the supplier undertakes to remedy this non-conformity, through its own intervention and/or the intervention of any company requisitioned by our Company, in our factories or in any other location and, in particular, in our customers' premises. It shall bear all costs resulting from this non-conformity and shall be liable to repair any damages, of whatever nature, caused to our Company, to our customers and/or to third parties due to this non-conformity. The supplier shall be held responsible for all consequences, whether direct or indirect, of the said defects or flaws. If our Company, or one of its customers, decides to recall one of its finished Products or an item of its Equipment due to any defectiveness whatsoever, the supplier shall refund to our Company, in due proportion to its responsibility, all expenses borne by our Company.

12.3 The supplier must have taken out an insurance contract covering its public liability against any damages caused to our Company or to a third party, or any operating losses for our Company as well as any claim made against our Company by its customers. It undertakes to provide appropriate proof of this at the first request by our Company and that the premiums have been paid.

## 13. CANCELLATION CLAUSE

Without prejudice to the other provisions, in the case of assignment or effective change of control of its company, whether direct or indirect, of exceptional circumstances that could put at issue the perennality of its company or its legal structure, or the beginning or redress procedures or compulsory liquidation against the supplier, the supplier shall inform our Company of the fact, which reserves the right to terminate the contract, without compensation and without prejudice to any rights to damages. The cancellation shall take effect immediately from the date our Company sends a registered letter with acknowledgement of receipt.

## 14. APPLICABLE LAW AND JURISDICTION

Our general purchasing conditions are governed by French Law, with the exception of the Vienna Convention. Any disputes with regard to the interpretation and/or the fulfillment of our orders will come under the exclusive jurisdiction of the Valence Tribunal de Commerce (Commercial Court).