

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

**1. SCOPE**

These general terms and conditions of purchase (hereinafter the "General Terms and Conditions of Purchase") govern all orders of products and/or services (hereinafter the "Products" and "Services") placed by one of the companies within the VIGNAL group (the aforementioned company being referred to hereinafter as "VIGNAL") with any supplier and/or service provider (hereinafter the "Supplier"). By accepting an order from VIGNAL, the Supplier accepts without reservations these General Terms and Conditions of Purchase, which take precedence over any clauses not accepted by VIGNAL, and in particular over the Supplier's general terms of sale, unless a special exception is granted in writing.

**2. FORMATION OF THE CONTRACT**

**2.1.** Any orders for Products or Services proposed by the Supplier (hereinafter the "Subject of the Order") placed by VIGNAL must be in written form (hereinafter the "Order"). On no account can anyone claim that VIGNAL has granted its tacit agreement. VIGNAL is only bound by documents signed by the legal representative of VIGNAL or an authorised person.

**2.2.** The Supplier must acknowledge receipt of the Order within a maximum of eight (8) days of receipt of the Order. If no reply is received from the Supplier within that time limit, the Order shall be deemed to have been accepted by the Supplier in all its forms and with all its obligations. Any Order that includes a request for confirmation of the price, delivery date or technical specifications is conditional and only becomes binding on VIGNAL from the date of written acceptance by VIGNAL of the confirmation issued by the Supplier.

**2.3.** In the event of an error or omission by VIGNAL in one of the components of the Order, and in particular regarding the price or identification of the Subject of the Order, the Supplier must notify VIGNAL within a maximum of three (3) working days from the date of issue of the Order by VIGNAL.

**2.4.** Any modifications, additions or substitutions made to the terms of the Order in the acknowledgement of receipt of Order can only be deemed to be approved by VIGNAL if it has accepted them in writing.

**2.5.** Once the Order has been accepted under the conditions specified here above, the contract is formed (hereinafter the "Contract").

**2.6.** VIGNAL reserves the right to modify the Contract until it has been carried out. If the modification constitutes a minor change, the price cannot be modified. If the modifications requested by VIGNAL are substantial, i.e. they involve a substantial investment in terms of time and/or money compared with the Subject of the Order, the corresponding changes in the price and lead time must be notified to VIGNAL in writing within two (2) working days of notice of the modification, and the aforementioned modifications must be approved by the parties in writing in an amendment to the Contract. If the above procedures and time limits are not followed or met, no increase in the original price may be applied for the substantial amendments to the Contract.

**2.7.** In the event of cancellation of the Contract by VIGNAL on any grounds whatsoever, no compensation will be due from VIGNAL to the Supplier if the Supplier has not started to carry out the Subject of the Order. If it has started to carry out the Subject of the Order, the provisions of article 9.2 will apply.

**3. PERFORMANCE OF THE CONTRACT**

**3.1.** The Products delivered and the Services carried out must fully comply with the Contract as well as with the laws and regulations in force in the country of delivery, in particular regarding quality, composition, packaging and labelling, and the conditions for production of the Products or performance of the Services.

The Supplier must provide advice to VIGNAL and has an obligation to achieve a result regarding performance of the Subject of the Order. The Supplier cannot on any account change the Subject of the Order without VIGNAL's prior written agreement.

**3.2.** In addition to technical skills, the Supplier declares that it has the financial capacity and resources, authorisations, rights, licences, approvals and if necessary the operating instructions required to fully perform the Subject of the Order. Any licences and other authorisations required by the public authorities in connection with the Subject of the Order must be requested and obtained by the Supplier.

**3.3.** The Supplier guarantees that the technical information included in its brochures, specifications or any other documents are reliable, accurate and exhaustive.

**3.4.** If the Contract requires elements to be provided by VIGNAL, VIGNAL will make available to the Supplier the elements required to carry out the Contract, and in particular the specifications or any raw materials (hereinafter the "Elements").

The Supplier must inform VIGNAL in writing of any anomalies identified in the Elements provided by VIGNAL and required to carry out the Subject of the Order. If it fails to do so within forty-eight (48) hours of receipt of the Elements by the Supplier, the Elements shall be deemed compliant for performance of the Contract, and the Supplier can no longer claim that they are not compliant for performance of the Subject of the Order.

**3.5.** Subject to prior notice, the Supplier will authorise any person duly appointed by VIGNAL to access its premises or those of its subcontractors or any other place where a task is carried out relating to the Subject of the Order, during working hours, to inspect the conditions of performance of the Subject of the Order.

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

**3.6.** If the Supplier's employees are required to intervene on the premises of VIGNAL or on another site specified by it, the Supplier will supervise the teams on site and must ensure that its employees comply with the rules regarding discipline, health and safety and with the prevention plan in force on the site during the intervention. VIGNAL reserves the right to ask the Supplier for the immediate departure of anyone who does not comply with the aforementioned rules. The Supplier retains at all times the authority to manage and organise and has a duty to supervise its employees, and retains control over the performance of the work carried out by its employees.

#### **4. DELIVERY - ACCEPTANCE**

##### **4.1. Terms of delivery**

Delivery of the Products involves the handing over to VIGNAL of the quantity and quality of Products ordered. Except as otherwise expressly provided and accepted by VIGNAL, delivery of the Products will be carried out according to Incoterm DDP (ICC 2020) at the address indicated by VIGNAL in the Contract. However, if VIGNAL provides transport, it will only do so as the Supplier's authorised agent, and the Supplier shall remain liable for the costs and risks. In this case, it is up to the Supplier, at its expense, to make the Subject of the Order available to VIGNAL for collection. If the delivery is to be made in accordance with the EXW Incoterm (ICC 2020), the Supplier shall cooperate with VIGNAL to facilitate the importation of the Products.

Delivery of the Service takes place on unqualified acceptance of it by VIGNAL. Acceptance of the Service may be recorded in an acceptance report drawn up jointly. If there is no acceptance report, this does not mean that there are no reservations. The Supplier must carry out the work required for the lifting of reservations regarding the Service, under the conditions and within the time limits specified in the acceptance certificate.

##### **4.2. Packaging**

The Supplier must protect the Subject of the Order to avoid any damage or loss during transport and storage. If the packaging is inadequate or unsuitable, the Supplier will be liable for breakage, short deliveries and damage. The Subject of the Order can only include returnable items if the refund and the related conditions are duly specified in the Contract. In any case, returnable items and packaging cannot be subject to a deadline for return and will always be taken back at 100% of their value.

##### **4.3. Shipping**

Specific transport conditions may be defined in the Contract. If shipping is carried out by truck, by La Poste or parcel post, the Supplier must insure, send by registered delivery, or ship the supplies with a DECLARED VALUE, in particular if their value is higher than the maximum compensation granted by La Poste or the carrier in the event of loss or damage.

The Supplier is liable for the consequences of shipping that does not comply with the instructions in the Contract (cost of immobilisation of transport equipment, cost of handling and storage under unforeseen conditions, if it is impossible to formulate reservations on arrival etc.); these provisions apply even if the carrier is chosen by VIGNAL.

All deliveries must include a descriptive schedule of the Subject of the Order delivered and a delivery slip indicating the Contract references and information, as well as any administrative documents required for transport. The delivery slip will specify the delivery date, number of parcels, name of the consignee and the regulatory information.

The marking on the packaging must specify the nature of the content, the name of the Supplier and the identification number per batch delivered, failing which acceptance will not be granted. It must include the regulatory labelling in particular regarding risks.

##### **4.4. Checking of deliveries**

Acceptance of the Products will only take place after unpacking and checking of the apparent compliance of the Products with the Contract. A non-compliance notice will be issued for any deliveries that do not comply with the Contract after checking of apparent defects, and they may either be returned to the Supplier at its risk and expense, or collected by the Supplier within seven (7) business days of receipt of the non-compliance notice. The checking of apparent defects does not constitute a waiver of the right to criticise the proper performance of the Contract. If during final acceptance of the Subject of the Order it is discovered that it does not comply with the specifications of the Contract, the Supplier cannot refuse to compensate VIGNAL or repay to it the total amount of the Contract if it refuses the Subject of the Order, on the grounds that VIGNAL has already made a payment.

VIGNAL reserves the right to reject:

- delivery of a larger or smaller quantity than the requested quantity; the Products will then be returned to the Supplier postage due;
- delivery after the requested date or that does not fully comply with the conditions set, without prejudice to any damages VIGNAL may be entitled to claim.

If the Subject of the Order involves successive deliveries and VIGNAL notes recurrent and/or systematic nonconformities and or defects, VIGNAL reserves the right to terminate or cancel all or part of the Contract under the conditions specified in Article 9.

Any partial deliveries or deliveries before the specified delivery date cannot be accepted without VIGNAL's prior written agreement, failing which VIGNAL reserves the right to reject the delivery at the sole expense of the Supplier.

If VIGNAL refuses to accept the Subject of the Order for the aforementioned reason(s), the Supplier cannot claim any compensation or request payment of any penalty of any kind whatsoever from VIGNAL.

##### **4.5. Lead times**

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

The delivery date specified on the Contract is binding and refers to the date of delivery of the Products at the place agreed in the Contract if it concerns Products, or the date of unqualified acceptance of the Services by VIGNAL if the Contract concerns a Service. The Supplier undertakes to confirm the shipping date of the Subject of the Order to VIGNAL before delivering the Subject of the Order.

The Supplier undertakes to immediately inform VIGNAL in writing of any events or circumstances likely to affect the delivery lead times of the Subject of the Order, it being understood that compliance with this obligation does not free the Supplier from its liability. In the event of late delivery compared with the lead times specified in the Contract, the Supplier must take all reasonable and necessary steps including additional work (additional hours, days, teams) and/or use of other methods of transport. The additional costs caused are payable by the Supplier alone.

Failure to respect the delivery lead times specified in the Contract may result, at VIGNAL's discretion, in a modification of the price and/or terms of payment of the Subject of the Order, or cancellation of the Contract as specified in Article 9 without prejudice to any damages due to VIGNAL for non-performance or delayed performance of the Contract.

In addition, in the event of late delivery, by rights the Supplier will incur penalties or be required to pay compensation equal, unless otherwise specified in the Contract, to five per cent (5%) of the purchase price exclusive of tax of the Contract which was not delivered within the agreed time limit per started day of delay beyond one day of delay, if the delivery lead time is specified in days, or per started week of delay beyond one week of delay, if the delivery lead time is specified in weeks, without prejudice to any damages due to VIGNAL for non-performance or delayed performance of the Contract or to request for termination of the Contract or reduction in the price of the Contract. Those penalties may also be charged in the event of a partial delivery based on the amount exclusive of tax of the part of the Contract delivered late. The Supplier must pay the penalty provided for herein on request by VIGNAL.

Furthermore, in the event of late delivery VIGNAL reserves the right to contact any supplier of its choice to obtain the Products or Services that are the subject of the Contract concerned, at the sole expense of the Supplier.

**4.6.** Claims regarding delivery terms, and in particular regarding the quantities delivered by the Supplier, may be made at any time and by any means by VIGNAL.

## **5. TRANSFER OF RISKS AND OWNERSHIP**

The transfer of ownership of the Subject of the Order and of the related risks takes place at the time of delivery of the Subject of the Order under the conditions specified in Article 4, notwithstanding any retention of title clause, which is unenforceable against VIGNAL without its prior written agreement.

## **6. PRICE AND TERMS OF PAYMENT**

**6.1.** The price of the Subject of the Order is the price specified in the Contract.

**6.2.** Except as otherwise provided in writing and accepted beforehand by VIGNAL, the prices specified in the Contract are indicated in euros exclusive of VAT, according to the DDP Incoterm (ICC 2020). The prices are fixed and not subject to alteration, and cannot vary according to currency fluctuations. They include, but are not limited to, the packaging and insurance costs, all constraints and difficulties relating to the planned work, as well as all expenses, charges and contingencies caused by performance and delivery of the Contract (transport costs, customs duty, taxes, administrative costs of the Contract and other storage costs etc.). The Supplier cannot charge VIGNAL specific expenses linked to the type of Contract (delivery lead times requested, volume of Products ordered etc.). The price also includes all costs associated with the United Kingdom leaving the European Union, including customs duties and the costs associated with the additional formalities to be completed, etc. If the parties are usual commercial partners, any change in the Supplier's prices must be notified to VIGNAL with at least ninety (90) days' notice before it enters into force. In any case, this change can never apply to an Order in progress. If escalator clauses are included in the Contract, these will not have an impact on the amounts paid in advance (advances/down payments).

**6.3.** Except as otherwise provided in the Contract, the Subject of the Order is billed on delivery under the conditions specified in Article 4. Any invoice must include the Order number and the delivery slip reference number, comply with current legislation and indicate the reclaimable and non-reclaimable taxes. VIGNAL reserves the right, at any time and by any means, to contest the amount of the invoices issued in this way by the Supplier. Any incorrect or incomplete invoices will be returned to the Supplier. Any amounts not due that have already been paid by VIGNAL must be returned to it as soon as possible. VIGNAL reserves the right to reject the invoice and delivery of any Product or Service for which it has not issued an Order in due form, under the conditions specified in Article 2.

**6.4.** Except as otherwise provided in the Contract, payment of the invoices will be due, at the Supplier's choice, either sixty (60) days from the invoice date or forty five (45) days end of month, from the invoice date. This payment term is reduced to thirty (30) days net from the invoice date for the following operations: road transport of goods, vehicle hire, freight forwarding and the activities of forwarding agents, shipping and air freight agents, freight brokers and customs agents.

**6.5.** In the event of late payment, any penalties applied by the Supplier, which constitute the only remedy possible, cannot exceed three times the legal interest rate applicable in France.

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

**6.6.** The Supplier is responsible for the payment of all taxes and duties in connection with the Contract. Where applicable, VIGNAL is authorised to deduct from the payment to the Supplier any withholding tax required by a tax authority, so that the Supplier receives an amount net of such withholding taxes. For the avoidance of any doubt, it is expressly agreed that no gross-up mechanism will apply to any such withholding taxes. In such a case, if VIGNAL deducts any such amounts, it must pay them to the appropriate tax authority within the payment term permitted under the applicable law and provide the Supplier, on request, with proof of the payment of the amount in question to the appropriate tax authority.

**7. WARRANTY - LIABILITY - INSURANCE**

**7.1. Warranty**

**7.1.1.** The Supplier guarantees that the Subject of the Order (i) is not dangerous and is suitable for its usual use, (ii) is of marketable quality and free from any defects, (iii) complies with the applicable laws, (iv) does not infringe the intellectual property rights (patents, designs, trademarks, know-how, copyrights, related rights etc.) of third parties.

**7.1.2.** Any checks carried out by VIGNAL's departments cannot on any account reduce the warranty provided by the Supplier as described in this Article. The Supplier guarantees the Subject of the Order, without any additional costs for VIGNAL, against any faults and defects in the design, manufacture or materials for a period of twenty-four (24) months from delivery (unless otherwise specified in the Contract), including if all or part of the performance of the Subject of the Order is entrusted to third parties. The warranty covers the costs of labour, materials, dismantling, reassembly, transport to the site, and travel and accommodation of the employees. Any defective parts will be returned to the Supplier at its cost and risk. This warranty is added to the legal warranties applicable and in particular those regarding hidden defects and conformity.

In the event of a nonconformity or defect notified at any time by VIGNAL, the Supplier undertakes to remedy it as soon as possible at its own expense. At VIGNAL's discretion, the Subject of the Order may be (i) returned to the Supplier at the Supplier's expense, this return being followed by the cancellation of the Contract, repayment by the Supplier of the purchase price of the Contract and any costs and expenses incurred by VIGNAL for the return if the Subject of the Order is a Product, (ii) repaid in full if the Subject of the Order is a Service, (iii) replaced by the Supplier at the Supplier's expense, or (iv) remedied by VIGNAL or the Supplier, at the discretion of VIGNAL and at the Supplier's expense.

If only a few Products are non-compliant, VIGNAL may still ask for options (i) and (iv) to be applied to the whole delivery.

**7.1.3.** If the nature of the Subject of the Order involves the use of consumables and/or any other equipment required for maintenance of the Subject of the Order, the Supplier guarantees to supply them for fifteen (15) years after the performance of the Contract. However, if there is a shortage, reduction in stock or cessation of production of the aforementioned products, the Supplier undertakes to inform VIGNAL in writing as soon as it is informed of this.

**7.1.4.** The provisions included in the previous paragraphs apply without prejudice to any rights and legal remedies, and in particular to claims for damages and/or cancellation of the Contract.

**7.1.5.** In the event of a complaint made by VIGNAL's client regarding the quality of the Products, VIGNAL reserves the right to pass on to the Supplier any compensation, penalties, costs and charges imposed by its client on VIGNAL, without the Supplier being able to oppose any limitation of guarantee or liability. VIGNAL undertakes to justify, on request, the amounts paid to its clients in this respect.

**7.2. Liability**

**7.2.1.** It is up to the Supplier to meet all of the obligations imposed by its profession and to respect all of the regulations in force.

**7.2.2.** The Supplier is fully liable for all damaging consequences, whether direct or indirect, bodily, material or non-material, consequential or non-consequential, that may result from performance or use of the Subject of the Order. It is not liable for damage due solely to misconduct by VIGNAL. VIGNAL does not incur any liability whatsoever for any damage linked to the Subject of the Order.

**7.2.3.** Since the Supplier is able to check the Elements as specified in Article 4.3, VIGNAL cannot be held liable by the Supplier in the event of a fault in these Elements that has not been notified to VIGNAL under the conditions specified in Article 4.3.

**7.2.4.** Except as otherwise provided and expressly accepted by VIGNAL, any action may be taken by VIGNAL relating to the operations specified in these General Terms and Conditions of Purchase and/or in the Contract, in accordance with the statutory limitation periods.

**7.3. Insurance**

In order to carry out the Subject of the Order, the Supplier will take out an insurance policy with a manifestly solvent company covering the financial consequences of any civil liability it may incur due to direct or indirect bodily injury or material or non-material damage, regardless of its origin, related to the Contract or the Subject of the Order.

The Supplier will give VIGNAL a certificate of insurance or a copy of the aforementioned policies and all of their endorsements.

**8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**8.1. Confidentiality**

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

All of the information regarding the Contracts, as well all of the information passed on by VIGNAL to the Supplier in writing or orally, for performance of the Subject of the Order, or obtained by the Supplier by virtue of its commercial relationship with VIGNAL, must be deemed confidential (hereinafter the "Confidential Information"). In particular, but not exclusively, the Elements, plans, sketches, production diagrams and in general all memos, must be deemed to be Confidential Information.

The Supplier undertakes on its own behalf, and on behalf of the people it is responsible for, to strictly limit use of the Confidential Information solely to performance of the Contract. Similarly, throughout the duration of performance of the Contract and for five (5) years following its termination, on any grounds whatsoever, the Supplier shall refrain from disclosing to any person, or making public, any of the Confidential Information and/or using it for any purpose other than the performance of the Contract, transmitting it directly or indirectly, using the name of the VIGNAL Group or of one of its companies as a business reference, or publishing technical notes, photos or images relating to the Products and Services.

At the end of performance of the Contract, the Supplier undertakes to return to VIGNAL and/or destroy, on request and at its own expense, all of the Confidential Information and shall refrain from keeping copies of it.

The Supplier undertakes to take all necessary steps to comply with this confidentiality obligation and guarantees that its employees and authorised agents will comply with it.

The provision or passing on of the Confidential Information cannot be interpreted as granting the Supplier any right of ownership or reproduction of the Confidential Information.

Failure to comply with this obligation may result by rights in early termination of all of the Contracts in progress, without any indemnity or compensation being due to the Supplier, without prejudice to VIGNAL's right to claim compensation for all losses suffered as a result.

**8.2. Intellectual and industrial property**

**8.2.1.** The Supplier guarantees that the Subject of the Order, including all of the products, systems and processes, does not infringe the intellectual property rights of third parties.

It guarantees VIGNAL against any consequences, of any kind (including costs of proceedings, lawyer's fees, damages and compensation etc.) if VIGNAL is held liable by a third party.

**8.2.2.** All of the Elements, designs, technical documents linked to the performance of the Contract, and materials and components supplied by VIGNAL are and shall remain the property of VIGNAL. The Supplier acknowledges that the Elements that may be entrusted to it by VIGNAL are solely intended for it to perform the Subject of the Order, and that therefore it does not have free disposal of them.

**8.2.3.** Unless otherwise agreed, the Supplier acknowledges and agrees to transfer to VIGNAL, exclusively and when they are created, all of the intellectual property rights attached to the Subject of the Order (designs, plans, sketches, studies etc.) that may be created due to its performance. The Supplier acknowledges that the transfer of all of the aforementioned rights is granted for the whole world and for the statutory term of protection of intellectual property rights. The financial compensation for this transfer is included in the price of the Contract.

Consequently, the Supplier transfers to VIGNAL, in addition to material ownership of the Subject of the Order, all of the related rights of use, reproduction, adaptation and representation, in all forms and presentations and by all current and future processes and methods of use.

**9. TERMINATION**

**9.1.** VIGNAL reserves the right to terminate any Contract, thirty (30) days after issuing formal notice to no avail, in the event of a breach by the Supplier of its contractual obligations, and in particular its obligation to supply under the conditions specified in the present General Terms and Conditions of Purchase and in the Contract, within the delays set out in the Contract, its warranty obligation, its confidentiality obligation, or its obligation to transfer the intellectual property rights attached to the Subject of the Order or, in general, any obligation of faithful performance of the Contract. The same applies (i) in the event of a risk of insolvency in accordance with applicable regulation, (ii) in the event of transfer or change of direct or indirect control of the Supplier without the prior written agreement of VIGNAL, and/or (iii) in the event of a serious risk that the Supplier will fail to perform its obligations, without compensation to the Supplier and without prejudice to any rights and damages that VIGNAL may claim.

**9.2.** Furthermore, VIGNAL reserves the right to terminate the Contract for reasons of its own (cancellation of an order by one of VIGNAL's customers or if it is impossible to obtain authorisation to export the Products to the customer's country etc.). In this case, if the Supplier has started to perform the Subject of the Order, VIGNAL will make a payment in full discharge to the Supplier equal, for Services, to the proportion of the contractual price of the services completed, and for Products, to the costs incurred for the supplies already provided by the Supplier, in accordance with the Contract, after deducting the down payments already made, it being understood that VIGNAL must be given proof of the expenses incurred by the Supplier within thirty (30) days of the date of notice of termination. The Supplier cannot claim any other compensation.

**10. TRANSFER OF THE CONTRACT - SUBCONTRACTING**

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

The Supplier cannot assign or transfer the Contract or the rights and obligations arising from it in any way whatsoever, including by way of a transfer of business assets or a business line, contribution to a company or, if applicable, partial assignment of assets and changes in the capital or control of the Supplier of more than 50% of the shares and/or voting rights whether by sale or transfer of rights of within the Supplier or a company controlling it, merger or demerger; or subcontract all or part of the performance of it without the prior written agreement of VIGNAL. This agreement cannot be deemed to constitute approval of the subcontractor as defined in Article 3 of Law No. 75.1334 of 31/12/75, since this requires specific acceptance of the subcontractor and approval of its terms of payment.

The Supplier is required to impose, where appropriate, on the assignees of the Contract or its subcontractors, all of the obligations likely to ensure full performance of the Contract. The Supplier remains, in all cases fully liable towards VIGNAL for the performance of the Contract, jointly and severally with the assignee or subcontractor, depending on the case.

VIGNAL reserves the right to assign or transfer the Contract to any third party of its choice. In this case, it will notify the Supplier of this in writing.

## **11. FORCE MAJEURE**

Force majeure or fortuitous events as defined in Article 1218 of the French Civil Code are those usually recognised by the case law of the French Court of Cassation. Delays (including due to strikes, fire or transport, delays of subcontractors and suppliers) cannot on any account be deemed to be force majeure events resulting in exoneration from Supplier's liability for damages.

Initially, force majeure or fortuitous events suspend the obligations of the parties. If such an event occurs, the party affected must inform the other party as soon as possible and the parties will endeavour in good faith to take any measures that are reasonably possible in order to continue to carry out the Contract. If the force majeure or fortuitous event lasts for more than sixty (60) days, the Contract may be cancelled on the initiative of one or other of the parties, without either party being entitled to compensation.

Within this framework, if the Supplier is affected by a force majeure event it must give VIGNAL detailed information concerning the force majeure event, the expected evolution of the situation in the short, medium and long term, and the measures it has taken to overcome the difficulties and/or at least to limit their effects; the current level of its stocks; its production level, and the estimated volumes of Products that the Supplier will be able to deliver to VIGNAL in spite of the force majeure events cited. Furthermore, the Supplier undertakes to keep VIGNAL regularly informed of developments in the situation and to inform it as soon as its production and supplies return to normal.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1. Compliance with the laws and regulations**

**12.1.1.** Each of the parties warrants and represents that, on the date the Contract was concluded, and throughout its performance, it will comply fully with the laws and regulations applicable to the Contract and in particular those relating to fundamental human rights and freedoms, social security, employment and environmental rules, combating concealed work and combating corruption, whether they are contractual (company-level agreements, industry-wide agreements, collective bargaining agreements), national, European or international..

**12.1.2.** The economic, environmental and social requirements of sustainable development form an integral part of VIGNAL's strategy. Committed to a process of social and environmental responsibility, VIGNAL wishes to share this commitment with its Suppliers. Accordingly, for the purposes of the performance of the Contract, the Supplier must act in compliance with the rules set out in the VIGNAL's Code of conduct for sustainable procurement, available on demand. In addition, the Supplier undertakes to make its staff and subcontractors aware of good ethical practices.

Regarding environmental protection, the Supplier undertakes to apply the laws and regulations aimed at limiting the environmental impact in countries where it carries out the Subject of the Order. The Supplier undertakes in particular to reduce the environmental footprint of the Products, protect biodiversity, optimise the consumption of natural and energy resources, reduce greenhouse gas emissions and reduce the amount of waste by implementing recycling solutions. In connection with its sustainable development policy, VIGNAL has ISO 9001 certification. The Supplier represents and warrants therefore that delivery of the Subject of the Order to VIGNAL will not at any time result in failure by VIGNAL to comply with these standards and that it has ISO 9001 certification.

**12.2.** In connection with the various texts regarding the fight against undeclared work and illegal employment the Supplier certifies on its honour that the Subject of the Order will be carried out by employees duly employed and registered in accordance with the laws and regulations in force (in particular with regard to Articles L.1221-10, L.3243-2 R.3243-1, L.8211- 1 et s., L.8221-1 et s., L.8251-1 of the French Labour Code. and the Supplier will give VIGNAL any necessary documents. To that end, the Supplier undertakes to provide, when the Contract takes effect and then every six months until the end of its performance, without the need for any request from VIGNAL in that respect, all the documents listed in Article D. 243-15 of the French Social Security Code, Article D. 8222-5 of the French Employment Code if it is established in France or Article D. 8222-7 if it is established or has its registered office outside France. The Supplier also undertakes to provide, in accordance with Articles D. 8254-2 and D. 8254-3, a list of the names of its foreign employees requiring work permits and its employees seconded to France, who are working in France for the performance of the Contract. All documents and certificates provided must be written in French or be provided with a translation into French. The Supplier

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**VIGNAL GROUP**

undertakes to impose the same obligations on its own suppliers and subcontractors. The Supplier is fully liable for all consequences of any failure by it to comply with those provisions and shall bear all costs, including fines, penalties and other charges, that VIGNAL may have to bear in that respect.

**12.3.** Any tolerance shown by one of the Parties towards the other Party cannot be interpreted as a waiver of its right to require performance of all of the rights granted to it hereunder, in particular if it does not notify late delivery.

**12.4.** Electronic messages can be used as evidence by the Supplier and VIGNAL. In case of a dispute, the parties agree to accept faxes as original documents that may be used as evidence, and undertake not to contest this means of proof, unless they dispute their authenticity.

**12.5.** If one of the following clauses proves to be inapplicable, the other clauses shall remain valid and applicable.

**12.6.** Except as otherwise provided, in the event of a contradiction between these General Terms and Conditions of Purchase and the special terms of the Contract, the provisions of the Contract shall take precedence.

**13. APPLICABLE LAW AND DISPUTES**

The present General Terms and Conditions of Purchase, the Contract as well as all of the transactions specified in it, are governed by and interpreted according to the law applicable to the company issuing the Order, to the exclusion of any international conventions such as the United Nations Convention on Contracts for the International Sale of Goods.

ANY DISPUTE RELATING TO THE PRESENT GENERAL TERMS AND CONDITIONS OF PURCHASE, THE CONTRACT, AS WELL AS ALL OF THE TRANSACTIONS SPECIFIED IN IT, AND IN PARTICULAR CONCERNING THEIR, EXECUTION, INTERPRETATION, VALIDITY OR TERMINATION, THAT CANNOT BE SETTLED AMICABLY WITHIN THIRTY (30) DAYS OF THE START OF THE AFORESAID DISPUTE AS NOTIFIED TO THE OTHER PARTY, WILL FALL WITHIN THE SOLE JURISDICTION OF THE COMMERCIAL COURT COMPETENT IN THE TERRITORY WHERE COMPANY ISSUING THE ORDER IS LOCATED, INCLUDING IN THE EVENT OF SUMMARY PROCEEDINGS, MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS.