

## **GENERAL PURCHASING TERMS AND CONDITIONS**

### **Clause 1 – ORDER AND ACCEPTANCE OF ORDER**

1.1 Any order placed by RIBER shall be exclusively subject to these General Purchasing Terms and Conditions, supplemented by the provisions of the purchase order which, in particular, specifies the subject of the order as well as the place and date of delivery. In the event of a contradiction between the provisions of these General Purchasing Terms and Conditions and those of the purchase order, those of the latter shall prevail.

1.2 RIBER shall only be validly bound by a purchase order if it is signed by a person authorised to enter into a binding commitment. The supplier is obliged to accept the order under the same terms and conditions thereof, by returning to RIBER the acknowledgement of receipt of the order duly signed within a period of eight days from receipt of the purchase order. If no reply is made within this time limit, the order shall be considered as having been refused.

1.3 In any case, acceptance of the order by the supplier implies the pure and simple acceptance of the provisions of these General Purchasing Terms and Conditions and those of the purchase order. The supplier waives taking advantage of all contrary or different provisions in its own general terms and conditions of sale and all others in its commercial documents. IN PARTICULAR, THE SUPPLIER WAIVES TAKING ADVANTAGE OF RETENTION OF OWNERSHIP OR ASSIGNMENT OF JURISDICTION.

### **Clause 2 – STUDIES AND PROJECTS – SAMPLES AND DOCUMENTS**

2.1 The drawings, studies, projects, samples and documents of any nature whatsoever, that RIBER provides to the supplier by all means and in any form and on any medium whatsoever both for the requirements of any order or for the fulfilment of an order (hereinafter "Confidential Information"), shall be on a strictly confidential basis. The supplier undertakes to keep the Confidential Information confidential and shall abstain from making any copy of the Confidential Information that is not strictly required for fulfilling the order. It undertakes to return the Confidential Information to RIBER, when first requested to do so and, in any case, once the order has been completed.

2.2 RIBER shall remain the full and entire owner of the Confidential Information, whether or not the provision or transmission thereof is followed by an order, unless the parties agree otherwise. The supplier shall abstain from using the Confidential Information on its own behalf or on behalf of a third party or for any other purpose other than the fulfilment of the RIBER order.

2.3 The supplier shall see to it that its personnel and/or those of its sub-contractors comply with the rules set forth above with regard to Confidential Information.

### **Clause 3 – FULFILMENT OF THE ORDER**

3.1 The supplier shall authorise any person duly appointed by RIBER to access its premises to inspect the tools and equipment, supplies and work in progress concerned by the RIBER orders.

3.2 The supplier may use sub-contractors, at its own risk, under its entire and exclusive responsibility and subject to approval thereof by RIBER beforehand. The contracts entered into between the supplier and its sub-contracts shall conform to these terms and conditions.

### **Clause 4 – TOOLS AND EQUIPMENT**

4.1 Ownership of the tools and equipment manufactured by the supplier or its sub-contractors for fulfilling RIBER orders shall be transferred *ipso jure* to RIBER, once RIBER has paid the price thereof in full. At any time, after the ownership thereof has been acquired as aforementioned, RIBER may recover the tools and equipment on simple request. The costs of disassembly and transport thereof shall be at supplier's expense.

4.2 The supplier shall keep the tools and equipment owned by RIBER with due diligence and shall maintain them in good working order, and shall compensate RIBER at their value as new in the event that they are damaged or disappear for any reason whatsoever.

4.3 The tools and equipment may not be modified, transformed or repaired without prior and written agreement by RIBER. The tools and equipment should only be used to fulfil the RIBER orders, and under no circumstances may be used to fulfil orders placed by third parties, except with prior written authorisation from RIBER.

### **Clause 5 – DELIVERY OF THE PRODUCTS**

5.1 Deliveries shall be made to the RIBER premises, to the address given on the purchase order. Each delivery shall be accompanied by a delivery docket carrying the order number and express information on whether the packaging is returnable. Failing such information, the packaging shall be considered as not returnable. RIBER shall express its choice, or at least approval, of any forwarding agent in writing beforehand. Unless the parties expressly agree to the contrary, the transfer of ownership and risks (including, in particular, the risks of loss or damage) shall take place when RIBER takes delivery of the products, as determined in Clause 6 hereafter. The supplier shall confirm to RIBER that it has taken out all insurance policies necessary to cover these risks.

5.2 Deliveries shall be made on the delivery date specified on the purchase order, which is essential and is understood as being the date the products arrive in the RIBER premises and not the date of despatch. If the supplier does not accept the delivery date given on the purchase order, it shall be obliged to inform RIBER thereof on receipt of the purchase order. In the case of late delivery, RIBER may cancel the order *ipso jure* as stated in Clause 8 hereafter. Furthermore, any late delivery shall lead *ipso jure*, and without the need for any prior formal notice, to the supplier paying RIBER a sum equal to 3% of the amount (exclusive of VAT) of the order, per week late, limited of 5% of the amount (exclusive of VAT) of the order, without prejudice to any damages. Any week started is due. This sum may be paid to RIBER in the form of a credit note.

5.3 The products delivered by the supplier must be of the highest quality, be appropriate for the use for which they are sold, be exempt from defects and comply with the regulations and standards applicable thereto, with regard to quality, safety, the environment, composition and labelling.

## **Clause 6 - RECEIPT/ACCEPTANCE OF THE PRODUCTS**

6.1 The signing of the delivery and/or release docket given to a delivery agent at the time of receipt of the order may not be enforced on RIBER if subsequent inspections reveal the non-conformity or poor functioning of the products delivered.

6.2 Quantities: The quantities ordered may only be changed with the prior agreement of RIBER. Any unauthorised surplus delivery should be taken back by the supplier within a maximum period of eight (8) days following delivery or shall be despatched again by RIBER at the supplier's expense and risk, without prejudice to any damages. The supplier's failure to deliver the entire order gives RIBER the right to cancel the latter *ipso jure* as indicated in Clause 8 hereafter.

6.3 Quality: Products of a non-marketable quality or not complying with the state of the art and/or the order may be rejected within 30 days from the delivery. The rejected products should be collected within a maximum period of eight (8) days as from the written notification of the rejection sent to the supplier. Once this period has elapsed, RIBER reserves the right to return the products to the supplier immediately, at the expense and risk thereof, or to store them at the supplier's expense and risk, without prejudice to any damages.

6.4 Guarantees: The supplier shall guarantee the products delivered against all design, manufacturing or material defects during a period of eighteen (18) months as from the date of receipt of the products, except if the parties have been agreed otherwise in writing. On the basis of this guarantee, the supplier undertakes to replace or repair, at its expense (including the cost of disassembly and transport), the defective products, when first requested by RIBER.

## **Clause 7 - PRICES AND PAYMENT TERMS**

7.1 The prices of the products ordered shall be given on the purchase order. They are understood as being carriage and packaging paid to point of delivery, net of all taxes, particularly customs duties, unless a provision to the contrary is given in the purchase order. The prices are firm and non-revisable. Nevertheless, the prices may be revised, upwards or downwards, by mutual agreement of the parties, in accordance with variations in the foreign exchange rate or the average price of the raw materials.

7.2 Payments shall be made at 90 days from end of the month of delivery on the 10<sup>th</sup> of the following month, provided:

- a) that the products were delivered to the location given by RIBER and accepted in accordance with the procedure laid down in the foregoing Clause 6,
- b) and that an invoice has been sent to RIBER by post at the time of delivery, failing which, the payment shall be deferred.

Details of the payment terms shall be given in the purchase order.

## **Clause 8 - CANCELLATION - TERMINATION**

8.1 RIBER reserves the right, by registered letter with request for receipt, to cancel or terminate the order, wholly or partially, without any judicial formalities being required and without the suppliers being able to claim any compensation whatsoever as a consequence thereof:

- a) any order which the supplier has not accepted in compliance with the provisions of the foregoing Clause 1, as evidenced by the date as postmarked;
- b) any order delivery of which has not yet been completed on the date set or on expiry of the time limit set in the purchase order, and which has already been the subject of formal notice by registered letter with request for receipt to regularise the delivery within eight days following receipt of the said letter, remaining without effect;
- c) any order which the supplier is no longer in a position to guarantee the successful conclusion within the terms and conditions agreed;
- d) any order which the supplier is prevented from fulfilling or the date of delivery given on the purchase order is delayed by more than 20 days due to an event of force majeure.

8.2 Furthermore, in the case of cancellation or termination of the order as set forth in the foregoing sub-paragraphs b) and c), RIBER may have the order in question or its remainder fulfilled by any third party of its choice; all expenses, charges, penalties and consequences of any nature that RIBER may suffer due to the said change in supplier shall be borne by the defaulting supplier.

## **Clause 9 - FORCE MAJEURE**

Force majeure, in the meaning given thereto in the French Civil Code and French case law, suspends the fulfilment of the obligations under these terms and conditions during a period which may not exceed 20 days. Beyond this duration, each party shall have the right to terminate the order concerned *ipso jure*, by registered letter with request for receipt, without any judicial formalities being required.

## **Clause 10 – INTELLECTUAL PROPERTY**

10.1 RIBER is the holder of all the intellectual property rights concerning the development of products, tools and equipment and the related documentation made by the supplier at its request and for which payment was duly made.

10.2 By accepting the order, the supplier guarantees that the products and, if appropriate, the tools and equipment covered by this order, do not infringe any intellectual property right, particularly a patent or trademark in force belonging to a third party, and undertakes to conduct at its sole expense, and to bear the costs of all consequences and financial penalties imposed by any legal proceedings or other legal actions which may be taken by any third party, for infringement of intellectual property rights relating to the products, tools and equipment supplied to RIBER, against RIBER, its customers or any third party for which RIBER is a simple intermediary for the purchase of the products, tools and equipment involved. Furthermore, the supplier should, at its expense and as RIBER may decide, either obtain the right to continue to use the products the subject of the order, or replace or modify these products, so that they no longer constitute an infringement while providing the functions the parties initially intended, or, if the foregoing is difficult to carry out, to take back the products replacing them by equivalent products, all without prejudice to any damages.

## **Clause 11 - ADVERTISING/REFERENCE**

Under no circumstances shall the supplier use the RIBER orders, RIBER products or again the name of RIBER for the purpose of promoting and advertising itself or its business, in any form or on any medium whatsoever, except with prior agreement by RIBER.

## **Clause 12 – APPLICABLE LAW – ASSIGNMENT OF JURISDICTION**

12.1 Commercial relations between RIBER and its suppliers are governed by French law, to which they expressly accept to submit.

12.2 ANY DISPUTE RELATING TO THESE TERMS AND CONDITIONS, AND MORE GENERALLY TO ANY ORDER PLACED BY RIBER WITH THE SUPPLIER, SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE PONTOISE COMMERCIAL COURT, NOTWITHSTANDING ALL CONTRARY PROVISIONS IN THE SUPPLIER'S GENERAL TERMS AND CONDITIONS OF SALE OR ANY ONE OF ITS COMMERCIAL DOCUMENTS.