

## 1. ORDERS

**1.1. Acceptance** - Acceptance of the Buyer's order ("Order") shall be materialized by Supplier's dated signature without reservations both on the Order and on these GTC. Supplier's acceptance of Order shall be received by Buyer within 3 days after receipt of the order by Supplier. After a period of seven (7) calendar days following receipt of the Order, and in the absence of written reservations from the Supplier, the Order will be deemed accepted in all its terms and conditions (including these GTC).

**1.2. Modification** - Supplier cannot modify the Order. Buyer may modify the Order. Where Supplier can evidence that such modification has significant consequences on the costs/delay, parties shall agree on the modification. If not, Supplier cannot refuse Buyer's modification.

## 2. EXECUTION OF ORDERS

**2.1. Deadlines** - Supplier is bound by contractual deadlines, except in case of force majeure. No early deliveries are allowed without prior written consent from Buyer. In case of late performance, Supplier shall pay automatically liquidated damages to the Buyer amounting to 5% of the total amount of the Order (VAT excluded) per week late, with a cap of 10%. Buyer's resort to liquidated damages for the delay period does not preclude Buyer's right to other remedies, damages and other consequences provided by the Order or by applicable law/jurisprudence, including, but not limited to Buyer's right to terminate the Order for non-delivery.

**2.2. Inspections/audits** - Buyer is allowed to realize audits and inspections in relation to the Order, within the premises of the Supplier or its own suppliers, with prior notice of 2 business days. Buyer's failure to inspect, reject or detect defects after audit/inspection shall not relieve Supplier from its responsibilities under the Order

**2.3. Packaging** - Packaging is designed and carried out in compliance with Buyer's specifications and under the responsibility of the Supplier to keep the goods in perfect condition during the transport, handling and storage operations. Supplier shall mark all packaging and containers with handling and storage instructions / precautions. Supplier shall be solely liable for any damage or additional expense incurred by incorrect or inadequate packaging, marking or labelling.

**2.4. Delivery** - Delivery shall be made at the time, in full quantity and at place mentioned in the Order according to INCOTERM (2010) agreed between the parties. Buyer may, at its discretion, refuse partial or exceeding delivery. Supplier shall provide Buyer with transport documentation, and more generally with all documentation pertaining to the Supply ("Supply" or "Supplies" shall mean either service(s) or good(s))

## 3. SUPPLIER'S OBLIGATIONS

Supplier shall: (i) provide the Supplies in accordance with the order; (ii) perform his duties with reasonable degree of care, diligence, skill and judgment, (iii) keep Buyer duly informed in a timely manner of the schedule of the operations, (iv) advise Buyer as a general duty of advice regarding the Supplies (e.g.: if any information is missing, Supplier shall question Buyer)

## 4. PRICE - PAYMENT TERMS

**4.1. Prices** - Prices defined on the Order are net, tax excluded, file fees included, invoicing fee and, where applicable, transportation fees (according to INCOTERM) included. Where Supplier is in charge of delivery, prices are for Supplies delivered and unloaded at the place of delivery, free postage and packing. Accordingly, and unless otherwise agreed between the parties, in case of changes to legal/general/economic conditions, or to tax or customs duties after the acceptance of the Order, or if new regulations become mandatory after this date, the Supplier will not be entitled to modify accordingly its prices or terminate the Order on this ground.

**4.2. Invoices** - Invoice(s) shall correspond to the Order or, where applicable, to the last agreement on the price of the Supply between the parties. Invoice must be accompanied with necessary supporting documents and include, in addition to the legal requirement, the following references: references of the Supplier and the Buyer, bank address, object, date and number of the Order, reminder of the advance payments already made with references of corresponding Supplies, rebates. Invoice(s) may be issued only after reception of the Supplies without reserves.

**4.3. Payment terms** - Payments shall be made within 90 days after the issuance date of the invoice, except where otherwise expressly provided by law. Unless otherwise agreed, payments shall take form of bank transfer. Buyer shall be entitled at any time to set-off any and all amounts owed by Supplier (including liquidated damages). Assignment of receivable by the Supplier (e.g. factoring) is subject to prior approval from Buyer.

## 5. TRANSFER OF TITLE AND RISKS

**5.1.** Transfer of title is made by the simple fact of the Order or, at the latest and where applicable, when the Supplies are produced. No retention of title clause can be opposed to the Buyer.

**5.2.** Transfer of risks occurs at the time of delivery as defined in the order (INCOTERMS 2010).

## 6. RESPECT OF LAW/REGULATIONS

Supplies shall comply with applicable laws/regulations. In case Supplier intervenes on Buyer's sites, it shall respect regulations in force concerning hygiene, safety and working conditions, as well as sites' regulations. In the event of non-compliance Buyer may immediately interrupt all work or services.

## 7. ASSIGNMENT - SUB-CONTRACTING

A party may not sub-contract, assign or transfer to a third party all or part of the Order without the prior written consent of the other party. As an exception to the abovementioned, Buyer is allowed to transfer the Order to any of its affiliates. In all cases, the Supplier remains liable of the proper execution of the Order toward Buyer. In case of change of control of the Supplier, the latter must inform the Buyer without delay, together with any relevant information on the impact of such change on the proper execution of the Order.

## 8. WARRANTIES

**8.1.** Supplier warrants that the Supplies shall comply with applicable laws and shall be of the highest grade and quality; they shall conform to the specifications, drawings, samples or other descriptions contained in the Order or thereafter specified by Buyer; shall be performed in a professional and workmanlike manner; shall be fit and sufficient for the purpose intended; and shall be merchantable, of good material, design and workmanship, and free from defects. Notwithstanding any cancellation of the Order, final inspections, delivery, acceptance, or payment by Buyer, the above-mentioned warranties are granted for the following duration:

(i) Titanium: 3 years from the date of reception,

(ii) Stainless steel/nickel alloys/copper: 2 years from the date of reception,

(iii) Other Supplies: 2 years from the date of reception, save for other agreement between the parties

**8.2.** All warranties shall extend to Buyer, its affiliates and their respective successors, assigns, customers, and users of the Supplies. No warranties shall be deemed disclaimed or excluded unless such disclaimer and or exclusion is in writing and signed by an authorized representative of Buyer. Supplier shall make timely repair or replacement of defective or nonconforming goods and/or re-performance of defective or nonconforming services, at no cost to Buyer, in Buyer's sole discretion, at any time within the applicable warranty period of the Supplies.

## 9. LIABILITY/INSURANCE

**9.1. Liability** - Supplier shall be liable and promptly reimburse Buyer for any expenses or damages incurred by Buyer regardless of the nature of such expenses or damages as a result of or relating to Supplier's failure to comply with Order's requirements, including but not limited to repair, replacement, rework, removal and reinstallation costs, shipping costs, production delays, payment withholdings, field service costs, recall costs, and costs of filing and complying with legal and regulatory requirements.

**9.2. Insurance** - Supplier shall provide Buyer with certificate establishing applicable insurance, notably professional liability insurance. Cap of insurance shall not be a cap for Supplier's liability.

## 10. SUSPENSION

Buyer may at any time, by notice to Supplier, suspend performance of the Order for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified.

## 11. TERMINATION

**11.1. Termination for breach** - Each Party may terminate the Order if the other party is in material breach of any of the terms or conditions of the Order, provided this material breach is still not remedied within thirty (30) working days after receipt of notice of such breach by the other party.

**11.2. Termination for bankruptcy** - Each Party may terminate the Order with immediate effect upon written notice to the other party if that other party becomes insolvent, the subject of an application for a declaration of bankruptcy or a winding-up petition or enters into an arrangement with its creditors for the compromise, moratorium or postponement of its debts.

**11.3. Termination for convenience** - Buyer can terminate the Order at its own discretion at any time. In such case, Parties will discuss in good faith to consider consequences of such termination, based on actual and necessary expenses borne by the Supplier.

## 12. FORCE MAJEURE

**12.1.** "Force majeure" shall be defined as any fact or circumstance that is unpredictable, irresistible and independent of the will of the parties. Are expressly excluded from Force Majeure definition: strikes, holidays, technical production incident, delays of Supplier's suppliers/subcontractors.

**12.2.** The occurrence of an event of Force Majeure shall cause temporary suspension of the respective obligations of the parties for a period equal to the period of the continuing Force Majeure, without any liability or compensation to either party. The party alleging a Force Majeure event must notify the other within 7 calendar days after the Force Majeure event occurs, supported by all elements of evidence supporting this allegation. Should the Force Majeure event last more than 60 days, each party is allowed to terminate the Order without indemnity.

## 13. CONFIDENTIALITY

**13.1.** Supplier shall keep confidential all information of whatever nature from the Buyer, its affiliates or its employees or third party consultants, contractors, or suppliers (including the existence and terms of the Order) prior to, on or after the date of the Order, either in writing or orally (collectively "Confidential Information"). Supplier shall not divulge or use such Confidential Information except as required for the performance of the Order. Upon completion of the Order, Supplier shall return to Buyer or destroy such Confidential Information upon Buyer's request. Patents and all other intellectual/industrial property rights, together with any modifications or improvements embodied in designs, tools, patterns, drawings, information and equipment supplied by Buyer under the Order are reserved to the Buyer. The Buyer has exclusive rights for their use and reproduction thereof. Supplier shall be liable for, and shall indemnify, hold harmless, protect and defend Buyer against, all loss or damage resulting from any unauthorized use or disclosure of Confidential Information.

**13.2.** Such obligations shall remain in full force and effect during (5) years after issuance of the Order

**13.3.** Any advertising by the Supplier on commercial relationship with the Buyer or its group shall be submitted to prior approval from Buyer.

## 14. INDUSTRIAL AND INTELLECTUAL PROPERTY

**14.1.** The Supplier shall hold the Buyer harmless against any third-party claims concerning industrial or intellectual property rights in the Supplies and it shall compensate the Buyer for the all consequences - in particular financial - thereof.

**14.2.** In the event that the Supplies include software, the Supplier warrants to the Buyer that it holds all the intellectual property rights needed to execute the Order.

## 15. SETTLEMENT OF DISPUTES - GOVERNING LAW

**15.1.** Any dispute that arises in connection with the interpretation and/or the execution of an Order or more generally contractual relationships between the parties shall be referred to the courts in whose jurisdiction the Buyer's registered office is located.

**15.2.** Orders shall be governed by the laws applicable in the country in which the Buyer has its registered office. The parties expressly agree that United Nations Convention on Contracts for the International Sale of Goods (or Vienna Convention) dated 11 April 1980 regarding sale of goods shall not apply

## 16. ETHICS

Supplier undertakes to comply with Buyer's ethic charter available on his website (<http://www.neotiss.com/media-neotiss/ethics-charter>)