

Terms and Conditions of Purchase

MINERVA ISSARTEL

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MINERVA ISSARTEL

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Article 1. Scope of application of the terms and conditions of purchase and enforceability

Unless otherwise agreed with the Supplier, the purpose of these Terms and Conditions of Purchase (TCP) is to define the general provisions applicable to all orders for products or services of any kind.

Prior to any acquisition, these Terms and Conditions of Purchase will have been provided to the Supplier.

Any start of execution of an order is deemed as tacit acceptance of these conditions.

Any deviation from these conditions must be expressed in a written document and accepted by a duly authorised representative of MINERVA ISSARTEL.

Article 2. Orders

2.1. The order is deemed as accepted and contractual upon return of the duly signed purchase order. There is no tolerance on quantities, unless otherwise agreed.

2.2. As long as the Supplier has not confirmed the order, MINERVA ISSARTEL is entitled to modify it. MINERVA ISSARTEL will then have to be informed as soon as possible of any change of price or schedule following any modifications requested.

2.3. The acknowledgement of receipt confirming the order must be sent by the Supplier within a maximum of forty-eight (48) hours after receipt of the order by the latter.

2.4. The order accepted by the Supplier constitutes a firm and definitive commitment on its part and implies its adherence to these Terms and Conditions of Purchase, unless they have been the subject of written reservations formally accepted by a duly authorised representative of MINERVA ISSARTEL.

2.5. MINERVA ISSARTEL reserves the right to request information from the Supplier concerning orders in progress, which must be answered within a period not exceeding forty-eight (48) hours after receipt of the reminder.

2.6. The terms of the Order are based on the laws and regulations and their interpretation by the relevant authorities in effect on the date of establishment of the Order. As a result, in the event of any modification of their interpretation by the authorities concerned, occurring after signature of the Order by the Parties and/or resulting in disruption of the balance of the Order to the point of making its execution seriously harmful for one of the Parties, the latter will immediately notify the other Party by registered letter with acknowledgment of receipt.

2.7. Intuitu personae. Orders are placed by MINERVA ISSARTEL in consideration of the identity of the Supplier. Consequently, the Supplier is obliged to personally fulfil its contractual obligations.

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Article 3. Prices

3.1. Unless otherwise agreed, the price of the order is always firm and definitive and reflects the costs as stated in the Supplier's offer as well as any other costs, risks or charges in connection with fulfilment of the order. Any additional cost of any kind must be the subject of prior written agreement given by a duly authorised legal representative of MINERVA ISSARTEL, as specifically indicated in the purchase order.

3.2. Orders do not give rise to any systematic payment of advances (neither down payments nor deposits), unless expressly stipulated in the order or in any special conditions.

3.3. Any payment made to the supplier during execution of the Order only represents provisional settlement and will only be definitively acquired after execution of all of its obligations for the Order.

Article 4. Conditions of execution

The supplier is bound by an obligation of result and agrees to execute the Order in accordance with the terms and conditions thereof and according to standard industry practices.

It is also bound by an obligation to advise. It declares that it has asked MINERVA ISSARTEL for all relevant information and received it. It acknowledges that the information received is clear, unequivocal and sufficient for proper execution of the Order. It agrees to hold all legal and administrative authorizations necessary for execution of the Order. MINERVA ISSARTEL is entitled to demand, after formal notice, the performance in kind of any obligation of the Supplier in the event of default on its part, unless such performance is impossible.

The Supplier is responsible for all its personnel in all circumstances. This personnel is and shall remain under its sole hierarchical authority. The Supplier guarantees that the personnel assigned to execution of the Order is competent and has the qualifications and authorizations required for proper execution of the Order, throughout its duration.

The Supplier guarantees that any subcontractors and suppliers upon which it calls do not disregard the commitments made hereunder.

The Supplier agrees to comply with and respect, and to ensure compliance by its staff and its subcontractors, with all the safety and security rules applicable at the premises of MINERVA ISSARTEL, in the event of intervention on Site.

The Special Conditions of the Order may indicate how certain means that belong to or are held by MINERVA ISSARTEL, such as goods, materials, components, materials and tools may be made available to the Supplier. The Supplier agrees to use the means made available to it by MINERVA ISSARTEL only for the exclusive needs of execution of the Order and in strict compliance with the conditions set by MINERVA ISSARTEL. The Supplier does not acquire any rights over these resources, of which it must cease all use and which it must return to MINERVA ISSARTEL immediately after the end of its Services. The Supplier agrees to store and preserve the goods entrusted under conditions that guarantee their integrity.

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At any time, MINERVA ISSARTEL may conduct, or have conducted, on its own behalf and at its own expense or on behalf of its Customers, one or more audits, in particular of the means and tools allocated by the Supplier to fulfilment of the Order. This (these) audit(s) may relate, in particular, to compliance with the contractual obligations of the Supplier, compliance of the products and of execution of the production operations relating to the Order.

The Supplier agrees to grant MINERVA ISSARTEL and its Customers and Representatives free access to its workshops for these purposes.

The Supplier agrees to request prior authorisation and to declare any subcontracting operation to MINERVA ISSARTEL.

Article 5. Compliance

5.1. The Supplier guarantees that the delivered products comply in all respects with MINERVA ISSARTEL's order and are free from any defects. The products will be delivered clean, without scratches, burrs or impacts.

5.2. Any defect identified by the Supplier must be formally brought to the attention of MINERVA ISSARTEL by means of a non-conformity sheet

5.3. In the event of non-compliance, MINERVA ISSARTEL will have the choice between:

- a. Cancelling the order after informing the Supplier;
- b. Obtaining, at the Supplier's expense, immediate replacement of non-compliant products with identical products or products of better quality under the same price conditions, within a period of 5 (five) working days after receipt of the claim, without prejudice to compensation that may be claimed by MINERVA ISSARTEL for any direct or indirect financial consequences resulting from damage of any kind caused to people and property, as well as measures of withdrawal of products for any reason whatsoever.
- c. Any deviation from the timeframe stipulated in article 5.3.b., based on impossibility of its application due to its nature and/or specifications, must be the subject of an agreement between MINERVA ISSARTEL and the Supplier.
- d. The parts are kept for 3 (three) months at MINERVA ISSARTEL after scrapping. After this period, they will be thrown away or destroyed.

5.4 Non-compliant goods are returned, if applicable, to the Supplier, carriage-paid, accompanied by a "return note" specifying their condition.

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Article 6. Respect of regulations

6.1. Products ordered must fully satisfy legal and regulatory provisions in effect.

The Supplier also agrees to comply with obligations concerning:

- The quality, composition, presentation and labelling of products
- Labour law
- Tax legislation, by making mandatory declarations and paying the corresponding sums (imposts, taxes, contributions).
- Environmental law, in particular Regulation (EC) no. 1907/2006 “REACH” of 18 December 2006 and the provisions adopted for its application which may be amended over time. As such, the Supplier guarantees to be in compliance with this REACH regulation so as to be able to fully respond to us concerning the obligations that apply to MINERVA ISSARTEL, in particular: inventory the substances used; assure MINERVA ISSARTEL that the Supplier and its own suppliers comply with the registration, authorisation and restriction obligations imposed by the regulation; take into account the use that is made and integrate it into the exposure scenarios included in the registration file and in the SDS; evaluate the appropriateness of specific use information; examine the appropriateness of initiating a substitution procedure for critical substances or substances likely to be subject to authorisation or restriction.
- Respect for ethics and national and supranational laws on transparency and the fight against corruption, in particular Law 2016-1691, the Sapin II Law, of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life.
- The legal and regulatory provisions relating to measures to be taken with regard to fire safety, health and working conditions
- the non-use or production of counterfeit, fraudulent and suspicious items (CFSI), also known as counterfeits

6.2. Consequently, the Supplier agrees that MINERVA ISSARTEL, its CUSTOMERS and the regulatory authorities may conduct audits or have them conducted by a service provider designated for this purpose, in order to verify compliance with the aforementioned standards.

6.3. In the event that the Supplier does not comply with these obligations, MINERVA ISSARTEL reserves the right to cancel, without notice, any order, even delivered and to return the products in question.

Article 7. Guarantees

7.1. The Supplier has an obligation to guarantee the useful and peaceful possession of the products sold, against disturbances of use in fact and law of the Supplier and third parties, in particular with regard to intellectual property. The warranty period is five (5) years. During this period, and under this warranty, the Supplier agrees to indemnify all costs resulting from any amicable or judicial claim by a third party against MINERVA ISSARTEL.

7.2. The supplier, an informed professional, agrees to deliver a supply in accordance with our needs and regulations in effect.

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7.3. The supplier shall hold us harmless against any defect, apparent or hidden, and agrees, according to our choice, to repair or change the supply within very short deadlines. The action resulting from unacceptable defects must be filed by MINERVA ISSARTEL within the two years following discovery of the defect.

- a. If a same defect affects (Recurring Defect), during the contractual guarantee period of two years, more than 5% (five percent) of the delivered products, the Supplier is required to replace or repair all these products as soon as possible. If the Supplier has not done so within ten (10) working days following dispatch of written notification by MINERVA ISSARTEL of the presence of the Recurring Defect, MINERVA ISSARTEL reserves the right to terminate the order without notice and without prejudice to the damages that MINERVA ISSARTEL is entitled to claim due to the harm resulting from the Recurring Defect.
- b. The extinguishing time limit of the guarantee period for any defect is suspended during the period running from notification of the defect by MINERVA ISSARTEL until elimination of the latter.
- c. The Supplier cannot charge MINERVA ISSARTEL any intervention costs arising from use of this guarantee, or any intervention costs that the Supplier considers outside the guarantee and which have not been approved by MINERVA ISSARTEL.

7.4. In any event, the Supplier is held responsible, and agrees to assume all direct and indirect financial consequences resulting from damage of any kind caused to persons and/or property, as well as measures of withdrawal, suspension, consignment, recovery with reimbursement of the customer, modification and/or destruction of products, whether these measures are ordered by the public authorities (including the courts), or voluntary and whatever the reason invoked: in particular in the case of a hidden defect, non-compliance with a standard or regulation and lack of security.

Article 8. Delivery

8.1. Packaging.

The packaging of the product(s) must:

- Be of sufficient size with respect to the size and weight of the items.
- Guarantee the conformity of the product(s) during transport, receiving, storage, notably preventing shocks and scratches
- Guarantee safe and compliant handling of the ensemble by MINERVA ISSARTEL operators.
- Be identified, each package must contain a label specifying at least the MINERVA ISSARTEL reference, the order number and the quantity.

The Supplier will be held responsible for breakage, missing items and damage resulting from incorrect or unsuitable packaging, marking or labelling.

As necessary, the Supplier will be charged compensation for materials.

8.2 Timeframes

a. The delivery times at the premises of MINERVA ISSARTEL, are de rigueur and the Supplier cannot invoke the information of MINERVA ISSARTEL to release itself from this obligation. The delivery of the supply and its accessories (including documentation), is only deemed as receipt in eight (8) days.

Two delivery notes will be established, one placed in the packaging, the other outside the packaging.

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The delivery will take place upon signature of a slip from the Supplier or the transporter.



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Advance deliveries can only be made with the written consent of MINERVA ISSARTEL.

b. In case of delay, except in cases of Force Majeure, penalties, which do not release from liability, will be applied until the date of delivery, at the rate of 0.5% (zero point five percent) per working day of delay, calculated on the amount excluding tax (excl. tax) of the order. In no case may the cumulative amount of these penalties exceed 10% (ten percent) of the amount of the order concerned. These sums will be due without the necessity of any prior formal notice.

c. Finally, MINERVA ISSARTEL reserves the right to charge the Supplier that has not respected the delivery deadlines the penalties that MINERVA ISSARTEL incurs due to the Supplier's failure, within the limit of the amount of the order excluding taxes (HT).

d. In addition, if the delay of the Supplier seems unreasonable in view of the delivery times, MINERVA ISSARTEL reserves the right to cancel the order.

The Supplier cannot be released from the obligation to respect delivery times by invoking the act of a third party to justify its delay.

8.3. Receiving

Receiving by MINERVA ISSARTEL takes place at the delivery location indicated in the order for the purpose of verifying the conformity, in quality and quantity, of the supplies to the order.

MINERVA ISSARTEL will have the right to refuse products that do not comply with the order and will give notification of this refusal in writing within 15 (fifteen) working days. The Supplier must take back the rejected products, at its own expense, within a maximum of 5 (five) working days following notification of the refusal.

MINERVA ISSARTEL reserves the right to refuse any goods not accompanied by their delivery note.

Article 9. Transport

Transport costs, when they are the responsibility of MINERVA ISSARTEL, will only be reimbursed upon invoice, to the exclusion of any other method of establishment. Unless otherwise stated in the order, transport is at the expense and risk of the Supplier regardless of the method of shipment.

Article 10. Transfer of ownership and risks

10.1. Unless expressly stipulated in writing, the transfer of ownership of the supplies occurs in accordance with the rules of French law on sales, but the risks associated with the supplies ordered will only be transferred to us at the time of receipt without reservations from MINERVA ISSARTEL.

10.2. Any clause on retention of ownership may only be enforceable against MINERVA ISSARTEL with prior and express acceptance in writing by the duly authorized representative.

10.3. When MINERVA ISSARTEL delivers materials to the Supplier free of charge for the purposes of the order, including equipment, raw materials, components, tools, models, dies, moulds, templates, accessories and equivalent materials, these materials are and remain the property of MINERVA ISSARTEL. During the period that these materials remain in the custody of the Supplier, they must, on one hand, be marked and recorded by the Supplier as the property of MINERVA ISSARTEL and, on the other hand, be considered as being under the risk of the Supplier.

Article 11. Payment

11.1. The currency of account and payment is the Euro.

11.2. Invoices that will be sent to MINERVA ISSARTEL must include all the mentions specified in article L 441-3 of the Code of Commerce, as well as the order number.

11.3. Invoices will be paid in accordance with the stipulations on the purchase order. Otherwise, any invoice is payable by bank transfer, draft or cheque at 45 days end of month.

11.4. In case of early delivery, as far as payment instruments are concerned, only the delivery date appearing on the order will be taken into account.

11.5. MINERVA ISSARTEL reserves the right to deduct, without prior notice, any penalties or compensation due to it in the event of non-compliance by the Supplier with contractual obligations.

Article 12. Intellectual Property

Inventions, patents, designs, trademarks and models or other industrial property rights developed for the purposes of execution of the order will be transferred and will become the property of MINERVA ISSARTEL due simply to the effect of the order.

Orders do not imply any transfer or licensing of intellectual or industrial property rights, nor any transfer of technology from MINERVA ISSARTEL to the Supplier.

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Article 13. Image Rights

Images, plans, sketches, photos, videos or any visual representation of the products manufactured within the framework of the orders may not be disclosed or communicated to third parties by the Supplier.

The logos of MINERVA ISSARTEL may only be used by the Supplier with prior written authorisation from the General Management.

Article 14. Non-transferability of the order

Under no circumstances may the Supplier assign all or part of the contract, directly or indirectly, for a fee or free-of-charge. Under no circumstances may it subcontract or work without the prior written approval of MINERVA ISSARTEL.

Article 15. Confidentiality

15.1. All documents entrusted to the Supplier are confidential. They must not be reproduced or communicated to anyone. They must be returned, at the latest, by the time of delivery.

15.2. The Supplier may only use the name of MINERVA ISSARTEL, as a reference, with express approval from the latter.

15.3. The Supplier shall refrain, without the prior written authorisation of MINERVA ISSARTEL, from communicating to third parties, directly or indirectly, any information, of any nature whatsoever, relating to or appearing in the Order that could be communicated to it by MINERVA ISSARTEL by any means whatsoever (in writing, orally or by any other means, in particular by the transmission of samples, models, by video, computer or photographic means), or that could have resulted from execution of the Order.

The Supplier guarantees that the information obtained in the context of the Order shall only be used for the purpose of its execution.

15.4. Throughout the contractual period, the Supplier agrees to respect this non-disclosure obligation between the Supplier and MINERVA ISSARTEL, as well as for the ten (10) years following the end of the contractual relationship, whatever the reason.

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Article 16. Resolution and cancellation

16.1. In the event that the supplier does not perform, fully or partially, any of the obligations incumbent on it, MINERVA ISSARTEL reserves the right to, at any time, terminate or cancel all or part of the order.

16.2. Similarly, MINERVA ISSARTEL reserves the right to terminate the order if the contract between MINERVA ISSARTEL and its own customer, which triggered the order, is itself terminated. In this case, MINERVA ISSARTEL agrees to pay the Supplier, with supporting documentation, the unrecoverable costs resulting from execution of the order until the termination date. In any event, these costs may not exceed the total amount of the order, nor be the subject of any increase.

16.3. In case the Supplier fails to execute the Order, the Buyer reserves the right, after formal notice sent by any means and which has been to no avail, to execute the order itself or have it executed by a third party of its choice, for all or part of the Services and/or Supplies concerned.

Article 17. Insurance

17.1. The supplier agrees to take out all insurance policies necessary to cover the liabilities it incurs as a result of performance of this contract for the risks of direct or indirect damage, foreseeable or not, caused by it, its subcontractors, the thing or its omissions. As such, the Supplier will subscribe any insurance policies to cover the risks incurred, as mentioned in article 10.3, including an insurance policy to cover property entrusted to it by others.

17.2. At the request of MINERVA ISSARTEL, the Supplier shall send it certificate for its civil liability cover dating back less than six (6) months.

17.3 In all cases, the Supplier must provide, upon simple request from MINERVA ISSARTEL and within a maximum of forty-eight (48) hours following dispatch of the request from MINERVA ISSARTEL, [proof of] suitable insurance covering the products until their arrival at the premises of MINERVA ISSARTEL or at any other destination designated or approved by MINERVA ISSARTEL.

Article 18. Force Majeure

18.1. Force Majeure means any event that is external, unavoidable and unforeseeable as intended in article 1148 of the Civil Code and its interpretation by case law.

18.2. In the event that the Supplier is affected by a case of Force Majeure, the latter will notify MINERVA ISSARTEL in writing within twenty-four (24) hours following occurrence of the event. To the extent possible, the Supplier will mention the foreseeable duration of the case of Force Majeure in its notification. Under such circumstances, MINERVA ISSARTEL will decide to either:

a. Extend the deadline for performance of the Supplier's obligations according to the foreseeable duration of the events constituting the Force Majeure. Execution must be resumed after cessation of the events impeding execution.

b. Terminate the order, at no further cost.

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Article 19. Protection of personal information

In the framework of execution of the Order, the Buyer may collect, process and/or send personal data concerning the collaborators of the Buyer and/or of the entities of the Supplier, and agrees to respect confidentiality and security concerning this data, in accordance with the obligations of the "Data Protection Act" resulting from Law no.78-17 of 6 January 1978 and amended by Law no. 2004-801 of 6 August 2004, Law no. 2016-1321 of 7 October 2016 for a digital Republic and European Regulation in 2016/679 of 27 April 2016.

Article 20. Other provisions

The fact that a Party does not invoke the benefit or the strict application of any clause of these TC does not imply waiver by it of the benefit of this clause.

If one or more provisions of these TC prove to be null and void or unable to be executed, for any reason whatsoever, in light of an applicable law or decree or due to a final judicial decision relating to an Order, the Parties acknowledge that the other provisions remain valid and applicable, and that any invalid or null provision will be modified, after consultation between the Parties, by a clause in **the same** spirit as that which preceded drafting of this document and which is economically equivalent.

Notification by registered letter with acknowledgement of receipt will be considered as having been sent on the date appearing on the stamp affixed by the postal service.

Article 21. Continued effect of the clauses

The termination or expiration does not have any effect on the existence and validity of the rights and obligations of the Parties intended to remain in effect beyond the termination or expiration of the Order.

Article 22. Miscellaneous

22.1. The fact that MINERVA ISSARTEL does not assert a right, expressly or implicitly, in the event of any breach by the Supplier, cannot be considered as waiving this right in the future or for any other breach.

22.2. Unless otherwise stipulated herein, the applicable time limit for legal action is that of ordinary law.

22.3. Under no circumstances may the sums that could be claimed from MINERVA ISSARTEL by means of litigation be increased by any penalty clause asserted by the Supplier.

22.4. No limitation of liability of the Supplier shall be enforceable without the written agreement of MINERVA ISSARTEL.

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Article 23. Applicable law and competent jurisdiction

23.1. In case of dispute, only the Commerce Court of Saint-Etienne will be competent, notwithstanding any contrary provision of the terms and conditions of sale of the Supplier or any of its commercial documents (confirmation of the order, delivery note, invoice, etc.).

23.2. These terms and conditions shall be interpreted and executed in accordance with French law, and application of the International Convention on the Sale of Goods is expressly excluded.

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