

GENERAL TERMS AND CONDITIONS OF PURCHASE

APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE

These general terms and conditions of purchase apply to all orders placed by ARCEL with its suppliers and subcontractors (hereinafter referred to as "Supplier") for the purchase of products, goods, merchandise, transport or services (hereinafter referred to as "Products").

The Supplier is deemed to have accepted these general conditions of purchase, attached to the order form, when it accepts the order placed by ARCEL under the conditions set out below.

THE SUPPLIER EXPRESSLY WAIVES THE RIGHT TO INVOKE ITS OWN GENERAL TERMS AND CONDITIONS OF SALE.

The non-application by ARCEL of any clause in these General Conditions of purchase shall not be construed as its rejection of such clause.

The Supplier accepts that these conditions may be subsequently modified by ARCEL, the modifications then being applicable to all subsequent orders.

1/ PLACING AND VALIDATING THE ORDER

1.1 ARCEL issues a purchase order to the Supplier, which may be drawn up after the Supplier has submitted a proposal, specifying the desired terms and conditions:

- Identification and quantity of each Product,
- The unit price of each Product, according to the pricing information previously communicated to ARCEL by the Supplier either under the terms of a quotation or by any other means,
- The delivery time and place expected by ARCEL, considering any delivery time communicated to ARCEL by the Supplier either under the terms of a quotation or by any other means.

1.2 The Supplier must accept or contest the purchase order by sending an acknowledgment of receipt by e-mail no later than 48 hours after the purchase order is sent:

1.2.1 If the Supplier simply acknowledges receipt of the order without modifying the terms of the order form (in particular quantity, product, price and delivery date and place), the order shall be deemed to have been placed and the contract formed.

1.2.2 If the Supplier acknowledges receipt of the order but modifies any of its terms (in particular quantity, product, price and deadline and place of delivery), ARCEL will have seven (7) working days to accept or reject the modification in writing. If ARCEL does not respond within this period, ARCEL will be deemed to have accepted the change.

1.2.3 If the Supplier does not acknowledge receipt of the order within 48 hours of receipt of the order form, it shall be deemed to have irrevocably accepted the conditions stipulated in the order form concerning the Product, the quantity, the price and the time and place of delivery.

1.3 Acceptance of ARCEL's orders by the Supplier, even if (i) they contain modifications or (ii) they are tacit, implies full and unreserved acceptance of these terms and conditions of purchase.

ARCEL's orders with suppliers are validly placed by fax or e-mail on the company's letterhead.

2/ DELIVERY TIMES AND PENALTIES FOR LATE DELIVERY

2.1 The delivery date shown on the order is the date on which the Products are received at the place of delivery. This date is **imperative**. If, 48 hours after the delivery date agreed at the time of placing the order under the conditions stipulated in Article 1, the Supplier has not carried out the delivery in accordance with the terms of the order, ARCEL has the option of: (i) applying late delivery penalties in the amount stipulated below, and/or (ii) canceling the order. If ARCEL decides to cancel the order, it will inform the Supplier by e-mail. In this case, ARCEL shall not be liable for the price of the Product(s) not delivered as stipulated. Any delay may give rise to the application of penalties of 0.5% of the amount of the order per day of delay; the penalty will be applied from the first day at the end of the 48-hour period referred to in the previous paragraph, up to a limit of 15% of the amount of the order excluding VAT. This **late payment penalty will be automatically deducted from the amount of the order**, which the Supplier accepts unreservedly.

Notwithstanding the application of the above penalties and/or the cancellation of the order, the Supplier shall remain fully responsible for any delay in delivery and shall therefore bear all the direct or indirect consequences thereof and shall indemnify ARCEL in this respect.

2.2 Early deliveries will only be accepted with the ARCEL's written consent, on the understanding that payment for such deliveries will only be made on expiry of the delivery period agreed under the conditions stipulated in Article 1.

3/ CHANGING OR CANCELLING AN ORDER

3.1 Before the order is valid and the contract formed under the conditions stipulated in Article 1, ARCEL may modify the order. The Supplier shall inform ARCEL as soon as possible of any change in price or delivery time resulting from the requested modifications.

Once the order has been validated and the contract formed under the conditions stipulated in Article 1, ARCEL reserves the right to modify the Products ordered or their quantity, provided that: (i) the said Products have not yet been delivered and (ii) this modification is sent by e-mail, within a reasonable time before the agreed delivery date. The Supplier shall inform ARCEL of the cost of such changes, which shall be paid if reasonable, to the exclusion of any other compensation.

3.2 ARCEL reserves the right to cancel an order if the Supplier fails to comply with one or more of the terms of the general conditions of purchase or the characteristics accepted under the conditions set out in Article 1, on the said order.

ARCEL also reserves the right to cancel an order if it is also cancelled by its customer, for the same Product or for a good in which the Product is integrated. In this case, it undertakes to inform the Supplier as soon as possible. The price of Products for which the order has been cancelled will not be due, unless expressly requested by the Supplier, which will be studied and accepted or not by ARCEL depending on the circumstances, within a period of two (2) weeks.

4/ PRICES AND TERMS OF PAYMENT

4.1 Unless otherwise stipulated, the prices of the Products agreed under the conditions set out in Article 1 are firm and non-revisable and apply to the Products packaged and delivered free to the place of delivery indicated on the order.

4.2 Unless otherwise agreed by both parties under the conditions stipulated in Article 1, the payment period for invoices issued by the Supplier is 45 days end of month after the invoice issue date. No payment on account or deposit may be claimed from the Supplier, unless otherwise agreed by both parties under the conditions stipulated in Article 1.

4.3 ARCEL reserves the right to suspend payment of all or part of the invoice in the event of a dispute between ARCEL and the Supplier concerning the supply of Products covered by the order.

4.4 Invoices

Invoices must be sent by email to invoices@arcel.eu. Each invoice must include the full references of the Supplier's order and delivery note.

5/ DELIVERY DOCUMENTS

Each delivery must be accompanied by one packing slip on which the order number, reference, specification, and quantity of the Products delivered must be indicated. A packing list will be prominently displayed in a sleeve on the outside of the package in order to facilitate identification of the Products. Notwithstanding the Supplier's obligation to deliver the Products to the place of delivery, ARCEL reserves the right to collect the

Products from the Supplier's premises or from the premises where the Supplier has stored them.

6/ TRANSPORT - TRANSFER OF OWNERSHIP AND RISKS

Regardless of the mode of transport used, the Products always travel at the Supplier's expense, risk and peril. The transfer of risks, and particularly the transfer of liability, takes place once the Products have been accepted at the place of delivery mentioned in the order.

The Supplier therefore undertakes to take all necessary measures to ensure that the Products are properly preserved and packaged and to take out all necessary insurance to cover the risks of loss, theft and deterioration of the Products for as long as it has custody of them even though it no longer owns them, and in particular during transport.

Ownership of the Product will be transferred on delivery by the Supplier, regardless of the date of payment.

7/ DELIVERY - TECHNICAL ACCEPTANCE / PRODUCT RETURNS

The Supplier is obliged to deliver a Product that complies with the order in terms of both quality and quantity. The guarantees relating to the Product and its conformity are stipulated in Article 8.

However, in any event, within a reasonable time after receipt of the Products:

- ARCEL reserves the right to reshipe Products in excess or delivered in advance at the Supplier's expense and risk.
- ARCEL reserves the right to demand any quantities missing from the order.
- ARCEL reserves the right to refuse any Product that does not comply with the references or specifications requested on the order.
- ARCEL reserves the right to refuse any Product that is visibly damaged.

Any product thus refused shall be recovered by the Supplier at its own expense and risk. ARCEL reserves the right to pass on to the Supplier the direct and indirect costs generated by the non-conformity.

ARCEL reserves the right to have its agents, or anybody appointed by it take delivery of the supplies in the order at the Supplier's premises.

8/ PRODUCT GUARANTEE

8.1 Legal guarantee and contractual guarantee of conformity:

In addition to the legal warranty against hidden defects from which ARCEL benefits, the Supplier **guarantees the conformity of its Products**: to the order, to the rules of the trade and to what can legitimately be expected in terms of quality and safety and a warranty **against any defect in design, material, manufacture, treatment and possible assembly**.

This guarantee applies for a minimum of three (3) years from the date of delivery of each Product.

Any non-conformity shall be notified in writing by ARCEL (e-mail being deemed to be in writing) to the Supplier, within a reasonable period of time following discovery of the non-conformity.

During this warranty period, the Supplier is obliged to replace, within a reasonable delay depending on the specific nature of the Product, which may not in any event exceed five (5) working days from the notification referred to above, any Product deemed to be non-compliant or defective, bearing the cost of the parts to be replaced, dismantling, reassembly and transport costs.

On expiry of the period of five (5) working days following notification of the non-conformity, a penalty of 2% of the amount of the order per day of delay will be applied to the Supplier if it has not fulfilled the obligations stipulated in the previous paragraph.

The Supplier will also be obliged to compensate ARCEL for any damage suffered as a result of the defect or non-conformity, including but not limited to any claims from third parties who may be affected by this situation. In case of emergency, failure

or incompetence of the Supplier, these operations may be carried out by ARCEL or any other service provider of its choice, at the Supplier's expense.

8.2 Legal warranty on defective products:

In its capacity as supplier of the Products, the Supplier is deemed to be the producer liable in the event of damage caused by a defect in its Product, within the meaning of the European Union regulations on liability for defective products, set out in articles 1245 et seq. of the Civil Code.

The Supplier shall be fully and exclusively liable to ARCEL for any defect in the Product within the meaning of these regulations and undertakes to guarantee and assume all possible pecuniary consequences in the event of a claim by a third party against ARCEL and/or the Supplier. This warranty applies even if the Supplier has not itself manufactured, designed or assembled all or part of the Product.

In the event of a claim by a third party concerning a defect in an item containing the Product sold by the Supplier, the parties undertake to cooperate in good faith to identify, both internally and jointly, the origin of the defect, if necessary, by appointing an expert out of court or, failing that, by taking legal action.

If the origin of the defect seems likely to be attributable to the Supplier and could be due to a general defect in a Product reference, the Supplier will also bear all the costs associated with the product recall which will have to be carried out.

8.3 Legal warranty of eviction and rights to Products:

The Supplier warrants to ARCEL full and complete enjoyment, free of all easements and rights of third parties of the Products acquired by ARCEL. The Supplier therefore guarantees ARCEL against any disturbance, claim or eviction in this respect.

In particular, the Supplier guarantees that the Products delivered are not subject to any industrial, intellectual, or artistic property claims (patents, trademarks, designs, models, copyright or other rights, etc.), and that photographs of the Products may be reproduced on any medium, including the Internet, unless otherwise decided by registered letter with acknowledgement of receipt.

In all the cases referred to in the present article, the non-conforming Product shall be recovered by the Supplier at its own expense and risk.

9/ INSURANCE

The Supplier must subscribe an insurance policy covering the consequences of its civil liability arising from its activities and the products it manufactures, or which are entrusted to it for subcontracting work.

10/ LIABILITY

The Supplier undertakes to carry out the orders itself unless ARCEL gives its prior written consent.

The Supplier takes full and entire responsibility for the manufacture and delivery of the Products and in particular for their performance in compliance

with all applicable regulations. In particular, it is expressly agreed that in the event of non-performance, poor performance, or breach by the Supplier of any of its obligations, it shall indemnify ARCEL for any damages suffered by ARCEL as a result of such breach or non-performance. The Supplier shall consequently indemnify ARCEL for all damages suffered by ARCEL including in particular costs, expenses, compensation and any other pecuniary consequences suffered by ARCEL. It is specified that the Supplier shall be liable for both direct and indirect damage suffered by ARCEL.

11/ WORK ON ARCEL PRODUCTS

In the event that ARCEL entrusts the Supplier with work to be carried out on products manufactured or belonging to ARCEL, and without prejudice to the arrangements to be made with regard to the carrier, the Supplier must check, upon unloading, the products sent by ARCEL for such work. The inspection must cover the condition of the products, references, and quantities. In the absence of a complaint by the Supplier within two (2) days of receipt of the products, the latter are considered to conform.

to those mentioned on the delivery note drawn up by ARCEL and to be free of any defects whatsoever. The Supplier is responsible for the said products from the time of receipt until they are received back by ARCEL. Custody and risk of the products are transferred to the Supplier throughout this period. The Supplier undertakes to take out appropriate insurance to cover these obligations. The products nevertheless remain ARCEL's property. In the event of partial or complete deterioration, poor workmanship or non-return of products entrusted by ARCEL, ARCEL reserves the right to invoice said products at their cost price without prejudice to any damages.

The Supplier shall take all necessary measures to ensure that the ARCEL products entrusted to it are clearly identified as belonging to ARCEL, in particular to avoid any possible action by the Supplier's creditors on these products. The return is the responsibility of the Supplier.

12/ DESIGN - TOOLS - MODELS

The drawings, tools, models, technical documents, etc. and more generally the know-how communicated by ARCEL, are and remain its property and must be returned at the request of ARCEL without the Supplier being able to keep copies on any medium whatsoever. The Supplier undertakes to keep these elements, as well as any information communicated to it by ARCEL, strictly confidential. These documents may not be communicated by the Supplier to third parties without ARCEL's prior written authorization. Under the same conditions, the Supplier undertakes to reserve the use of these elements exclusively for the performance of the order placed by ARCEL. The Supplier undertakes to use these elements only to carry out ARCEL's orders. The maintenance of the tools remains the responsibility of the Supplier. The Supplier undertakes to delete these documents and any copies once the order has been delivered. Any violation of this clause will engage the full liability of the Supplier who will be required to compensate any loss suffered by ARCEL as a result.

13/ CONFIDENTIALITY

The Supplier will be aware of technical, economic, and commercial information made available to it by ARCEL in any form or medium whatsoever, including orally, in order to monitor and develop their commercial relations. This communication, in any way whatsoever, is made strictly for the purpose of facilitating the Supplier's mission and optimizing its results.

The Supplier undertakes not to divulge and/or communicate to third parties, in particular any sub-contractor, the information transmitted, the progress of projects, the results obtained, etc. without having received prior written authorization from ARCEL and not to make any industrial or commercial use of this information other than that strictly limited to the execution of orders. The Supplier undertakes to obtain the same undertaking from its employees or any person who may have access to the information and to do everything in its power to ensure that it is fully respected. This undertaking is valid insofar as the information to which it relates has not fallen into the public domain and for a period of ten (10) years from the date of the order.

14/ ADVERTISING

No order may be advertised by the Supplier or used as a reference in any way whatsoever without ARCEL's prior written consent.

15/ ETHICAL RESPONSIBILITY

In carrying out the order, the Supplier undertakes to respect the commitments defined below in terms of ethics and sustainable development (including social and environmental responsibilities), namely: human rights and international labour standards. It undertakes not to employ children, not to use forced labour and not to discriminate in recruitment. It must avoid conflicts of interest and respect the environment. The Supplier undertakes not to make, offer, or authorize illegal payments or to use any influence whatsoever for the purpose of winning or retaining business with ARCEL, whether directly or indirectly, for the benefit of government officials, third parties or ARCEL employees. The Supplier undertakes not to use products derived from minerals linked to geographical areas in conflict (Dodd-Frank "Conflict Minerals" legislation).

16/ CESSION

The Supplier shall not assign or transfer this contract in any form whatsoever, in particular by way of merger, contribution, demerger, transfer of all assets and liabilities, even in part, without ARCEL's express prior written consent.

17/ INTEGRALITY

It is agreed that these general terms and conditions of purchase contain all the terms and obligations accepted by the parties, and that they cannot be contradicted or supplemented by statements or documents. Thus, as set out in the preamble, the Supplier may not invoke its own terms and conditions or any other document against ARCEL, which are not applicable to the relationship between the parties. Once the order is placed and accepted under the conditions set out in Article 1, these general terms and conditions replace any other document that may have been signed previously or exchanged between the parties.

If one of the clauses of these general terms and conditions of purchase is declared null and void or unwritten, or contrary to a national or international law of public order, only the clause in question will be canceled, the other clauses remaining valid and applicable for the remainder. The parties will negotiate in good faith the drafting of a new clause to replace the invalidated clause.

18/ PERSONAL DATA

ARCEL collects and electronically processes its Supplier's personal data (professional email and identity) in accordance with applicable regulations. This data is exclusively reserved for the use of ARCEL's authorized departments, and the processing is justified by the contracts binding the Supplier to ARCEL. Any question or exercise of a right may be addressed by the Supplier to the email address info@arcel.eu.

19/ APPLICABLE LAW - JURISDICTION

These general terms and conditions are drawn up in French and have been translated in English for information purposes and for the Buyer's comprehension. Only the French version is authentic and enforceable before Courts. These general terms and conditions of purchase and the relationship between the parties are governed by French law.

In the absence of an amicable settlement, any dispute arising from the formation, interpretation or performance of the contract formed between the parties and, more generally, from the parties' commercial relationship, shall be submitted to French Courts and more specifically to the **Lyon Commercial Court**, even in the event of a guarantee claim or multiple defendants.