

GENERAL CONDITIONS OF PURCHASE OF CARBOVAC

DEFINITIONS:

CONFIDENTIAL INFORMATIONS: Means all information, data, technology, know-how, studies, reports, results, plans, drawings, commercial and/or financial reports, price lists, instructions and other information in direct or indirect relation to the subject matter of the GCPs and/or one or more purchase order and communicated by one of the parties to the other.

BUYER: Means the company CARBOVAC (RCS Créteil 482 487 626), whose address is mentioned in the purchase order or by default 4A boulevard de la gare porte1, 94470 Boissy saint Léger, France

SUPPLIER: Means any natural or legal person concluding or having entered into an order with the PURCHASER

FINAL CUSTOMER: Customer representative of the BUYER, purchaser of a product and/or service integrating product(s) and/or service(s), subject(s) of the purchase order.

PURCHASE ORDER: Means any purchase by the BUYER of goods (in particular goods, raw material, product, article, material, etc.) and/or services and related deliverables (analysis, study, report, etc.). The order includes, without limitation, (i) the purchase order, (ii) the economic conditions, (iii) the technical conditions, (iv) the specifications of the order and/or (v) any annexed document issued by the buyer

GCP : Signifie le présent document conclu entre l'ACHETEUR et le FOURNISSEUR.

PART OR PARTS: means, as appropriate, in the GCP or any ORDER, either the BUYER or the SUPPLIER when referred to individually, the BUYER and the SUPPLIER when referred to collectively.

RESULT OBLIGATIONS: Means the obligation for the contractor to achieve the results and to provide the BUYER with the deliverables as specified in the technical specifications, in the ORDER, or in any contractual document, and the results that the PURCHASER is reasonably entitled to expect in the execution of the ORDER.

1. INTRODUCTION

These GCP are intended to make known to the SUPPLIERS of the BUYER the essential principles to which the BUYER is particularly attached in the context of its ORDERS.

They are proposed within the framework of the negotiation with the SUPPLIER in order to set the conditions and modalities that will govern the PURCHASER'S ORDERS. GCP are a contractual document and apply to any ORDER placed with a SUPPLIER by the BUYER, provided that:

(i) They have been expressly accepted by the SUPPLIER. This acceptance shall be formalized in particular by the signature of the SUPPLIER on the Purchaser's order form referring to the GCP or by the acknowledgement of receipt of the ORDER without reservation by the SUPPLIER, as set out below in Article 2.1 of the GCP;

(ii) The SUPPLIER executes the ORDER, although it has not notified its acceptance in writing and since it has not commented on the GCP communicated by the BUYER during the ORDER, nor communicate its general terms and conditions of sale within ten (10) days of sending the purchase order by the BUYER

Where applicable, only GCP shall govern the relationship between the PURCHASER and the SUPPLIER, and no document issued by the SUPPLIER shall supplement or contradict the GCP, with the exception of the additional guarantees offered by the SUPPLIER and referred to in Article 7 of the GCP.

The contractual relationship between the PURCHASER and the SUPPLIER is governed by these GCP, the PURCHASE ORDER and any document attached to or referenced in the PURCHASE ORDER. In case of conflicting elements between these GCP and the stipulations of the PURCHASE ORDER, the latter shall prevail.

2. EXECUTION OF PURCHASE ORDERS

2.1 Each ORDER is confirmed by an acknowledgement of order by the SUPPLIER, by return of email, letter and/or fax. The acknowledgement of order constitutes acceptance of the ORDER and a firm and definitive commitment on the part of the SUPPLIER. Each ORDER shall be deemed to be accepted by the SUPPLIER, if it has not been the subject of written reservations, within 10 days of its receipt and, in any event, when executed by the SUPPLIER. The studies, materials, materials, services or works composing its object are defined in the ORDER and/or in the documents annexed thereto. The SUPPLIER shall provide the BUYER with a technical document that meets the BUYER's specifications.

2.2. The SUPPLIER shall execute the ORDERS in accordance with the specifications and requirements of the BUYER and with the applicable laws and regulations, in particular, and without being exhaustive, those relating to transport, imports, exports, recruitment, wages, working time and other working conditions, occupational health/safety, environment, subcontracting and competition. The SUPPLIER shall ensure that its own suppliers and subcontractors comply with said specifications, laws and regulations.

2.3. If the SUPPLIER offers its services on the BUYER's premises, it must carry out all the necessary formalities in order for its employees to obtain authorization to work on the BUYER's premises. The SUPPLIER shall provide the BUYER, upon request, with all related documentation. The employees of the SUPPLIER shall remain under its authority and control and shall in no case be regarded as employees of the PURCHASER. The SUPPLIER is the one responsible for the taxes, legal obligations, insurance premiums, expenses and other expenses related to its employees and the execution of the ORDER. Employees of the SUPPLIER shall comply with the BUYER's health and safety rules and practices, as well as the BUYER's work procedures and instructions. If the Supplier's employees do not comply with these obligations, the Purchaser shall be entitled to request the Supplier to recall and replace such employees within 24 hours.

2.4. The BUYER reserves the right to modify the ORDERS at any time, in particular concerning the quantities, the date and place of delivery, the packaging and the conditions of transport and at the latest before the start of the manufacture of (or) Product(s), subject of the ORDER, concerning technical specifications and quality. The SUPPLIER must assess, where appropriate and without delay, the consequences of these changes, in particular in terms of costs, delivery times and quality, and must inform the BUYER within the time limits specified by the latter. The SUPPLIER may not make any changes to the object defined in the ORDER, during its execution, without the written authorization of the BUYER.

3. PLANS AND DOCUMENTS

The SUPPLIER shall provide the BUYER with all technical drawings and documents necessary for installation, operation, maintenance, transport, handling, storage of the item of the CONTROL and in particular those specified in the CONTROL. These plans and documents form an integral part of the ORDER and can be used freely by the BUYER for the purposes of its business. They refer to the references of the BUYER and, in particular, the number of the ORDER.

The PURCHASER's review of plans and documents does not relieve the SUPPLIER of any responsibility for the design and execution of the PURCHASE's objects.

In the event that the object is produced by the SUPPLIER in accordance with specifications established by the BUYER, the said plans and documents shall be the property of the BUYER.

Consequently, and provided that these documents and plans demonstrate originality, the SUPPLIER grants the BUYER all rights of reproduction, representation, use, holding, adaptation and translation in all places, for all territories and for the entire term of protection of such plans and documents.

The SUPPLIER may use the drawings and documents provided by the BUYER only for the sole purpose of carrying out the ORDER and refrains from communicating them to any third party.

4. DELIVERY AND REFUSAL OF PRODUCT OR SERVICES

The SUPPLIER must comply with the delivery date and address indicated in the ORDER.

The BUYER reserves the right to refuse Products or Services that do not comply with the stipulations of the ORDER in terms of quality, quantity or appearance. The defective Products are replaced by the SUPPLIER without delay and at no cost to the BUYER. Deliveries of Products refused for any reason shall be stored at the Supplier's expense and risk until recovery by the SUPPLIER.

Each delivery must include the reference number of the ORDER and the address of the establishment specified in the ORDER. In addition, it must be accompanied by a detailed delivery note containing the identification information (order reference, nature of the products, quantity, nature of the packaging, packaging, etc.).

If work and/or equipment is to be implemented by the SUPPLIER, or if deliverables are to be provided under a PURCHASE ORDER, a precise timetable should be set out in that PURCHASE ORDER. The SUPPLIER shall be responsible for taking all necessary or appropriate measures to comply with the contractual schedule. In this respect, key steps are set, enabling the BUYER to obtain detailed information on the Supplier's compliance with the timetable and to know in detail the follow-up of that timetable.

In the event of delivery of Products or Services interrupted, out of time or incomplete and attributable to the SUPPLIER, or in the event of non-compliance of the delivered products or services provided, the PURCHASER, without prejudice to any other legal or contractual right or obligation, may exercise any of the following remedies, after giving notice of failure for a period of four (4) days from its receipt by the SUPPLIER or its first presentation: (i) to apply penalties to the SUPPLIER, as pre-determined damages and interest, equivalent to 0.5% of the value of the Services or delivery of products delayed or not executed, for each week of delay,

capped at 5% of the total amount of the ORDER; (ii) request the SUPPLIER to deliver the Products by another means of transport than that initially agreed, with any additional costs being borne by the SUPPLIER; (iii) obtain the Products from a third party of its choice, until such time as the SUPPLIER corrects the breach, any additional costs being borne by the SUPPLIER; (iv) automatically cancel the balance of the outstanding Products or the balance of the Services to be performed and/or (v) suspend all payments due to the SUPPLIER.

5. OWNERSHIP TRANSFER AND RISK

The right of ownership of the products and the associated risks shall be transferred upon delivery of the Products in accordance with the Incoterm specified in the ORDER, without prejudice to the right of refusal of the Products enjoyed by the BUYER. If no Incoterm has been agreed, the Incoterm ICC 2010 "DDP (address of the delivery place)" is applied.

The payment of a deposit shall result in the transfer to the PURCHASER of ownership of the Products or, if they are being manufactured, of its identifiable components already supplied or manufactured by the Supplier.

6. PRICE – DELIVERY TIME AND INVOICING

The price of products and services ordered by the BUYER to the SUPPLIER is specified in every purchase order. Except opposite express condition stipulated in the purchase order, the price of products and services appearing on the order are free of VAT, firm and without any possible revision. Unless otherwise specified, the prices include the transfer of the plans and the document, such as planned in the article 3 above, the packaging necessary for the good preservation of Products during their storage, as well as the packaging adapted to its transport.

Every delivery of Products or services will be the object of an invoicing carrying all the compulsory legal notices as well as the mentions required by the BUYER. Invoices shall include, without limitation, the price of additional services and, where applicable, VAT at the applicable rate. Invoices must be issued in the currency shown on the purchase order.

Each invoice must be drawn up in three copies (one original and two copies) and addressed to the CARBOVAC Accounting Department. Payment of an invoice will not be considered acceptance of the Products or Services. The PURCHASER may pay any sums due to the SUPPLIER by offsetting the sums due by the SUPPLIER to the PURCHASER.

Unless otherwise stipulated in the ORDER or in the delivery call, payments shall be made by the BUYER within sixty (60) net days by transfer following the date of issue of the compliant invoice, unless the Commercial Code provides otherwise. In the event of a default notified to the SUPPLIER within the time limit for payment of the invoice, the BUYER may suspend payment of the invoice relating to the defective ORDER until the said default is finally settled.

7. GUARANTEE AND RESULT OBLIGATION

The SUPPLIER warrants that the Products or Services: (i) comply with the specifications (drawings, samples, etc.) and agreed requirements and the current state of knowledge; (ii) are suitable for the particular use specified by the PURCHASER, and which the SUPPLIER expressly declares to be aware of; (iii) are free from any defects, and in particular from any hidden defects; (iv) are not the

subject of any complaints from third parties; (v) comply with applicable laws, regulations and standards.

The SUPPLIER shall remedy, in full and at its expense, any hidden defect, and more generally any defect (i) in the execution of the ORDER and (ii) in the delivery, in each of its stages, and in the components thereof. The SUPPLIER will have to repair the harmful consequences for the BUYER and/or its customers of a hidden defect, and more generally of any defect in the execution of the ORDER and its components. The SUPPLIER shall indemnify the PURCHASER for any damage he may suffer as a result of the Supplier's failure to comply with any of his obligations. The SUPPLIER agrees that the PURCHASER may deduct from any amounts due to the SUPPLIER the amount of costs incurred by the PURCHASER as a result of a breach of warranty.

This guarantee shall be in addition to the tacit or statutory guarantees or any other commercial guarantee which the SUPPLIER may grant to the PURCHASER. The SUPPLIER shall promptly and at its expense remedy any defect or non-compliance of the Products or Services.

8. DEFAULTS

The PURCHASER may notify the SUPPLIER of any defect within two (2) weeks of the date of installation of the product ordered by the FINAL CUSTOMER.

For hidden defects, the BUYER must notify the SUPPLIER of the defect within 2 weeks of the discovery of the defect, by registered letter with acknowledgement of receipt or by email. In particular, the SUPPLIER shall ensure that its delivery meets the requirements of the BUYER.

In the event of delivery of defective Products or Services, the BUYER has the right to require the SUPPLIER to readjust its service or delivery, free of charge.

In urgent cases, in particular if the BUYER is itself threatened to breach its commitments or if the SUPPLIER is late in the Service or delivery, the BUYER may immediately, at the expense of the SUPPLIER, rectify the defect itself or have it corrected by a third party.

The SUPPLIER shall bear all costs related to the return, storage, and destruction of non-compliant items as well as the costs and outlays related to the verification of the reality of the objections invoked by the PURCHASER.

9. CESSION – SUBCONTRACTING

The SUPPLIER is solely responsible to the PURCHASER for the performance of the terms of the ORDER, which he cannot assign or transfer to any third party, in whole or in part, without the prior written consent of the PURCHASER, the SUPPLIER remaining guarantor of that third party's compliance with the terms and conditions of the ORDER and these GCP. In the event of unauthorized transfer, the PURCHASER may terminate the ORDER without notice and without the SUPPLIER being able to request payment of any kind of compensation.

The SUPPLIER undertakes to obtain prior written approval by the BUYER of each subcontractor it intends to use. The SUPPLIER shall remain responsible for the subcontractor's compliance with the terms and conditions of the ORDER and these GCP. In the event of unauthorized subcontracting, the PURCHASER may terminate the

ORDER without notice and without the SUPPLIER being able to request payment of any kind of compensation.

10. FORCE MAJEURE

The force majeure event and the fortuitous case is defined by article 1218 of the French Civil Code. In the event of force majeure, it is the responsibility of the SUPPLIER, under penalty of not being able to avail himself of it, within a maximum of eight days from the occurrence of the event:

- to notify the BUYER, by registered letter with acknowledgement of receipt, justifying the character of the force majeure of the event,
- to inform the BUYER of the measures taken or intended to be taken to fulfil the obligations assumed by the ORDER.

In the event of the occurrence of a case of force majeure, the ORDER shall be suspended for the duration of the case of force majeure and then resume its course. If the event persists, the BUYER reserves the right to terminate the ORDER upon receipt of the aforementioned notification and entrust the execution of the ORDER to another supplier.

11. INSSURANCE

The SUPPLIER is responsible for (i) the proper execution of the ORDER, (ii) the successful completion of the delivery, (iii) compliance with the deadlines set and (iv) compliance with the standards in force. The SUPPLIER shall be solely liable for any direct and indirect damage and/or damage, of any kind, that may be caused in any way whatsoever to the PURCHASER, the PURCHASER's property, the PURCHASER's agents, to the purchaser's subcontractors and more generally to any third party.

The SUPPLIER undertakes to purchase and maintain at its expense, from a reputable and financially sound insurance company, sufficient insurance policies to cover any liability of the SUPPLIER to the PURCHASER and third parties. The said insurance coverage must not, under any circumstances, be interpreted as limiting the Supplier's liability.

12. SAFETY AND ENVIRONMENT

The SUPPLIER undertakes to implement an environmental management system in accordance with ISO 14001. The SUPPLIER shall provide the BUYER with the Material Safety Data Sheet for all chemicals products supplied to the BUYER.

13. CONFIDENTIALITY

The SUPPLIER undertakes to keep and respect the confidentiality of all the elements to which he has access in the execution of the ORDER. During the execution of the ORDER and after its expiry, the SUPPLIER undertakes not to disclose, and shall ensure that, by any means whatsoever, specifications, drawings, shall not be disclosed to a third party, samples, or other technical, economic or commercial information provided by the PURCHASER for the purposes of carrying out the ORDER ("CONFIDENTIAL INFORMATION"), unless the PURCHASER gives prior written authorization.

The SUPPLIER undertakes to disclose the CONFIDENTIAL INFORMATION only to the members of its personnel whose intervention is strictly necessary for the execution of the ORDER and will ensure that they are bound by an obligation of

confidentiality at least equivalent to the obligation of the SUPPLIER to the BUYER.

The SUPPLIER undertakes to respect and enforce this confidentiality obligation for twenty (20) years after delivery.

In addition, the SUPPLIER may not use the CONFIDENTIAL INFORMATION for any purpose other than the performance of the ORDER, except with the prior written consent of the PURCHASER.

The SUPPLIER undertakes not to use the name of the BUYER for advertising purposes. The SUPPLIER shall not use the name of the BUYER or reproduce his trademarks, logos, domain names, signs, trade names in its technical or commercial documents and lists of references, without the prior written consent of the BUYER.

14. INTELLECTUAL PROPERTY

The disclosure of information by the PURCHASER to the SUPPLIER does not imply the granting to the SUPPLIER of any intellectual or industrial property rights relating thereto. Any information disclosed by the PURCHASER remains its exclusive property and may be used by the SUPPLIER only in connection with the execution of the ORDER. Intellectual and industrial property rights include know-how, undisclosed information, including trade secrets and trial data, copyright and derivative rights, trademark rights, patents, designs, software, integrated circuit configuration plans, topographical rights and any other intellectual property rights or similar rights recognized and protected in any form by national or international standards in force or in the future, including priority rights under international conventions.

The SUPPLIER shall not use the intellectual property rights of third parties for the purposes of the ORDER without their prior written permission. He undertakes to defend, indemnify and release from all liability the BUYER and the BUYER's customer in the event of actions taken by a third party alleging a violation of its intellectual property rights. If the PURCHASER is forced to no longer use all or part of the products ordered, the SUPPLIER must, at his expense and at the discretion of the PURCHASER, obtain the right for the PURCHASER to continue using the Products to which the ORDER relates, without any restriction, or to replace or modify the products in such a way that they are no longer in violation of intellectual property rights, without prejudice to claims, including claims for damages-interest, which the BUYER is entitled to claim under the ORDER or the law.

Any specific development (new design, adaptation or functionality) of products or services carried out by the SUPPLIER for the PURCHASER, as part of the ORDER, will belong to the PURCHASER as soon as they are created. Where required by any national or international regulation, the SUPPLIER undertakes to enter into an agreement with the BUYER to regularize the transfer of the said intellectual property rights and the priority rights relating thereto to the BUYER as they are created. The said assignment shall be deemed to be completed and shall include, in particular but not limited to, the right of the BUYER to use, adapt or modify such intellectual property rights.

Any document and/or support and/or material (e.g. technical document, sketches, drawings, USB key, samples, etc.) transmitted by the BUYER to the SUPPLIER in connection with the execution of the ORDER and/or delivery shall remain the property of the BUYER. The SUPPLIER undertakes to return all documents and copies that he has made or had made within eight (8) working days of delivery. Only those elements which are required to be preserved by the

SUPPLIER in accordance with the laws and regulations in force may be retained.

15. TERMINATION

Any ORDER not yet executed by the SUPPLIER may be cancelled in whole or in part by the PURCHASER subject to notifying the SUPPLIER with eight (8) notices days without the latter being able to request the payment of indemnity.

The PURCHASER reserves the right to terminate all or part of the ORDER, after giving notice by registered letter with acknowledgement of receipt remained unsuccessful for eight (8) days, without any legal formality and without the Supplier being able to request any compensation of any kind in the following cases:

(i) in the event of non-performance or threat of non-performance of his obligations by the SUPPLIER and/or loss by the SUPPLIER of the administrative and/or regulatory authorizations necessary for the preparation and execution of the ORDER,

(ii) in the case of legal safeguarding, adjustment or winding-up of the SUPPLIER or any other collective settlement procedure applicable in the country of the SUPPLIER, and subject to the applicable legal provisions.

In the event of loss by the PURCHASER of the administrative and/or regulatory authorizations necessary for the transformation or resale of the elements of the ORDER, the PURCHASER may, with a notice of eight (8) days, terminate the order without the SUPPLIER being able to claim any compensation of any kind.

Without prejudice to any other recourse or right enjoyed by the PURCHASER under the GCP or the ORDER or the law, the ORDER is automatically terminated without recourse to a court and without incurring any liability to the SUPPLIER: in the event of a merger, split or change of direct or indirect control of the SUPPLIER upon simple written notification by the BUYER

In any cases of automatic termination provided above, the BUYER reserves the right, at the Supplier's expense and risk and, if necessary, with the Supplier's equipment, the completion of the ORDER or have it completed by another supplier. The resulting excess expenses for the BUYER shall be deducted from sums which may be due to the SUPPLIER without prejudice to any other claims. In the event of a decrease in expenses, the BUYER shall be entitled to the entire benefit, without prejudice to damages and, where appropriate, to the penalties mentioned in the ORDER for non-performance or delay in execution.

The stipulations of this article shall be without prejudice to the right of the BUYER to claim any damages.

The stipulations of Articles 7, 11, 13, 14, 16 and 17 of these GCP shall survive the termination of the relationship for any reason whatsoever.

16. OTHER STIPULATIONS

If any stipulation of the ORDER or GCP is declared invalid or not applicable under any regulation, law or other standard of law, it shall be deemed to have been deleted and the other stipulations shall continue to bear all their effects. If applicable, the BUYER and the SUPPLIER shall replace the invalid or not applicable stipulation with a valid and applicable clause having the same economic impact.

17. APPLICABLE LAW

The ORDER and these GCP shall be deemed to have been made and interpreted in accordance with French law, without the application of the conflict of laws rules, and excluding the United Nations Convention on Contracts for the Sale of Goods of 11 April 1980 and the Hague Conventions of 15 June 1955 on the Law Applicable to International Sales of Movable Objects corporeal.

Any dispute arising or arising during the performance or non-performance, the termination and/or interpretation of these GCP and the ORDER or having its source in the commercial relations between the PARTIES or their termination, shall be submitted to the courts of Paris.