

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Validity

The purpose of these General Terms and Conditions of Purchase (hereinafter the "GTCP") is to govern the contractual relationship between DEJOIE (hereinafter the "Buyer") and its **suppliers and subcontracting services** (hereinafter the "Supplier"). They expressly prevail over any clause or condition appearing in the Supplier's documents, regardless of their content or the time at which they were brought to the attention of DEJOIE.

Any waiver by DEJOIE of one or more provisions of these general terms and conditions shall not affect the validity of the other clauses, which shall remain applicable between the parties by express agreement.

2. Acceptance of the order

These General Terms and Conditions of Purchase apply to all orders placed by DEJOIE, notwithstanding any contrary stipulation by the Supplier. Only orders placed on DEJOIE's forms and duly signed are binding on the latter.

The Supplier undertakes to return a signed copy of the order form within five (5) days of receipt. Failing this, and unless the Supplier expressly notifies DEJOIE of its inability to fulfil the order, its silence or any commencement of fulfilment shall constitute full and complete acceptance of these terms and conditions and the terms of the order. However, this acceptance is subject to the absence of withdrawal by DEJOIE, notified to the Supplier fifteen (15) days after the order date.

Any modification made by the Supplier to the terms of the order shall be deemed null and void, unless prior written agreement has been given by DEJOIE, notified within the same period of five (5) days

3. Obligation to provide information and advice

As a professional, the Supplier is required to provide, in writing, any information and advice relating to the equipment sold.

4. Transportation

All purchases made by DEJOIE are delivered free of charge, including shipping and packaging, unless otherwise specified in advance and expressly in writing.

5. Delivery

Deliveries are made in accordance with the terms of the order. All deliveries must be accompanied by a delivery note accompanying the goods or posted on the day of shipment. The delivery date is the date of arrival at the place of delivery specified in the order.

5.1 Delivery time

The delivery times stated in the order are binding. In the event of a delay of more than five (5) days, even if partial deliveries have been made, DEJOIE reserves the right either to cancel the order by registered letter without having to pay any compensation, or to claim contractual penalties corresponding to 0.30% of the order value for the first five (5) calendar days of delay, then 1% for each subsequent day, without prejudice, in both cases, to any claim for damages. It is expressly agreed that the total amount of these contractual penalties may not exceed 30% of the value of the order.

5.2 Receipt of goods

Unless otherwise specified, final receipt of goods shall take place at the delivery address indicated on the order, including when the order states "ex works Supplier." Until final receipt, goods shall be transported at the risk of the Supplier or the carrier. However, DEJOIE reserves the right to inspect the goods at the Supplier's premises, without such inspection constituting acceptance or approval of the equipment.

5.3 Guarantees

The Supplier, as a knowledgeable professional, undertakes to deliver goods that comply with the requirements of DEJOIE and with the regulations in force. The Supplier guarantees the goods against any apparent or hidden defects in design or materials for a period of two (2) years from the discovery of said defects and undertakes, during said warranty period, at the discretion of DEJOIE, to repair or replace the defective equipment at its own expense, within a period not exceeding eight (8) days from the written request of DEJOIE.

5.4 Refusal of goods

Any goods that do not comply with the order specifications will be refused upon receipt at the delivery address indicated on the order. They will be returned to the Supplier with postage due and must be replaced immediately, under the same conditions and at the same price as the initial order.

6. Quality and compliance

The Supplier undertakes to supply products and services that comply with the technical specifications and standards in force. Any non-compliant product may be rejected and returned at the Supplier's expense.

In the event of quality certification or official approval, the Supplier undertakes to apply the requirements inherent in its Quality system to DEJOIE.

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7. Corporate Social Responsibility

DEJOIE expects its suppliers and subcontractors to adhere to the same standards of social responsibility as it does. The Supplier therefore undertakes to comply with all the rules set out below, based on the commitments of DEJOIE's CSR policy.

DEJOIE reserves the right to request any information or documents necessary to verify the Supplier's compliance with its obligations, and to conduct audits at any time to ensure that the Supplier complies with the above requirements.

7.1 Compliance with ethical rules

The Supplier declares and guarantees that, for the entire duration of the execution of orders placed by the Buyer, it will strictly comply with applicable laws and regulations relating to business ethics, and undertakes in particular to prohibit any practice of corruption, influence peddling, fraud, and money laundering, in accordance with the terms and conditions set out below.

Fight against corruption and influence peddling

The Supplier shall refrain from any form of active or passive corruption, as well as any act of influence peddling, directly or indirectly, in the context of its commercial relations with the Buyer.

As such, the Supplier undertakes in particular not to offer, promise or accept, directly or through an intermediary, any undue advantage (financial or otherwise), such as payments, donations, gifts, commissions, invitations, services or benefits in kind, with the aim of: obtaining or retaining a contract, influencing a commercial, administrative or contractual decision, or obtaining unjustified favourable treatment.

Fight against fraud

The Supplier shall refrain from any fraud or fraudulent maneuver, including the provision of false, inaccurate, or misleading information or documents, the falsification of documents, the issuance of fictitious or non-compliant invoices, and any misappropriation of funds or property in connection with the performance of the contract.

Combating money laundering and the financing of illegal activities

The Supplier undertakes not to conceal the illegal origin of funds or goods and not to participate in any operation aimed at facilitating money laundering or the financing of illegal activities. It guarantees that the funds used in the performance of the contract are of legal origin.

7.2 Human rights and working conditions

The Supplier fully adheres to the 10 principles of the United Nations (UN) Global Compact, the Universal Declaration of Human

Rights (UDHR), and the fundamental conventions of the International Labor Organization (ILO).

The Supplier undertakes to conduct its activities in compliance with applicable laws and to:

- Abolishing child labor
- Eliminate all forms of forced or compulsory labor
- Ensure the health and safety of its employees
- Guarantee decent working conditions for its employees
- Respect freedom of association and recognize the right to collective bargaining
- Eliminate discrimination in employment.

7.3 Contributing to reducing environmental impact

The Supplier must comply with all environmental protection regulations. DEJOIE expects the Supplier to contribute to:

- Improving waste recovery, controlling risks, particularly pollution (water, air, noise, odor, etc.), protecting the environment, and taking action to preserve biodiversity
- Continuously improving its performance, particularly in terms of energy, and reducing its environmental impact (greenhouse gas emissions, impact on water, etc.)
- Innovating for a circular economy.

Packaging

The Supplier certifies that it has read and understood the provisions of Decree No. 98-638 of July 20, 1998, relating to the consideration of environmental requirements in the design and manufacture of packaging, which it expressly accepts as applying to it in their entirety.

8. Invoicing and payment

Invoices must be issued in duplicate and sent on the day of delivery or, at the latest, on the third (3rd) day of the following month. Unless otherwise agreed in writing prior to the order, payments shall be made forty-five (45) days after the end of the billing month by bank transfer, i.e., for example, on April 30 for invoices for the first half of March, and on May 31 for those for the second half. In the event of payment by bill of exchange subject to acceptance, no stamp or acceptance fees will be accepted.

9. Industrial property

The Supplier guarantees DEJOIE peaceful possession of the item sold, particularly in terms of intellectual property, as well as its hidden defects. It guarantees that the studies, drawings, materials, and goods ordered and delivered do not infringe on the industrial property rights of a third party and/or that it has legally

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acquired the industrial property rights enabling it to produce said studies, drawings, materials, and goods.

The Supplier shall bear all costs or penalties resulting from legal proceedings against DEJOIE and/or one of its customers on the grounds of infringement of the industrial property rights of a third party or the irregular acquisition of industrial property rights.

All plans, information, models, molds, and documents, regardless of their medium, produced by the Supplier within the framework of the contract or order, as well as all industrial property rights arising from the order or contract, become the property of DEJOIE.

By accepting the order or signing the contract, the Supplier transfers to DEJOIE all plans, information, models, molds, and documents, as well as all industrial property rights arising in connection with or during the order or contract.

The Supplier guarantees that DEJOIE will be able to protect, use, and exploit them freely both in France and abroad.

10. Tools

Tools manufactured by the Supplier on behalf of and at the expense of DEJOIE belong to the latter. They are made available by DEJOIE and must be returned to it upon first request, failing to say that a penalty shall be payable from the date on which return was requested, after a period of eight (8) working days has elapsed without return. The Supplier shall be responsible for the storage and maintenance of tools belonging to DEJOIE at its own expense. The Supplier shall refrain from using them for any purpose other than an order intended for DEJOIE.

The same applies to tools belonging to DEJOIE and made available to a subcontractor, who must, in this case, be covered by an insurance contract for any damage they may cause to said tools, for example during handling operations.

11. Retention of title

DEJOIE does not accept any retention of title clauses.

12. Termination clause

Any total or partial failure by the Supplier to fulfill any of its obligations shall result in the automatic termination, at the discretion of DEJOIE, of all or part of the order, without prejudice to any damages, if applicable.

13. Insurance

The Supplier shall bear the risks of foreseeable or unforeseeable damage on the date of sale (including operating losses) that may be caused, either by his own actions or by the goods sold to persons or property. To this end, it undertakes to take out all appropriate insurance policies.

14. Prohibition of termination of the contract

Under no circumstances may the Supplier directly or indirectly assign part of the contract or subcontract it without the prior written consent of DEJOIE.

15. Confidentiality

The Supplier undertakes to keep confidential all information and documents received from the Buyer. This obligation remains in force for a period of five years after the end of the contract.

16. Competent jurisdiction and applicable law

The interpretation and enforcement of these General Terms and Conditions of Purchase, as well as all acts arising therefrom, are subject to French law. In the absence of an amicable agreement, it is expressly agreed that any dispute relating to the contract shall fall within the exclusive jurisdiction of the court in the jurisdiction in which the registered office of DEJOIE is located, even in the event of a warranty claim or multiple defendants.

Done at _____, on _____

Supplier's signature

Precede the signature with the handwritten words "Read and approved - Good for agreement." In addition, initial each page of the contract at the bottom.

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