

**1. Scope of application of the GTCP and formation of the contract**

**(1.1)** The purpose of these General Terms and Conditions of Purchase (hereafter "GTCP") is to define the conditions which apply to any purchase of Services and / or Products (hereafter jointly referred to as the "Supplies") by PREZIOSO LINJEBYGG (hereinafter "PREZIOSO LINJEBYGG") from any service provider or seller (hereafter the "Supplier"). The GTCP apply to, and form an integral part of, any Order or modification of an Order (hereafter "the Order" or "the Contract") of Supplies placed by PREZIOSO LINJEBYGG. Acceptance of this Order implies compliance with the GTCP and with any printed or hand-written provisions appearing on PREZIOSO LINJEBYGG's purchase order and waiver to the application of its general terms and conditions of sales or services, notwithstanding the reference to them. **(1.2)** The supply of Products or Services implies full compliance with these GTCP. The Supplier waives the application, in any form whatsoever, of any provisions appearing in its own documents, if they are contrary to these GTCP. **(1.3)** The Supplier will address its order acknowledgement within 48 hours of receipt of the Order. In the absence of a reply within this period, the Supplier will be deemed to have accepted the order without reservation. **(1.4)** If the Supplier wishes to modify the general and special terms and conditions of the Order, it must indicate these modifications in its reply. Any modification of the Order must be accepted in writing by PREZIOSO LINJEBYGG and will be set forth in an amendment to the Order, failing which such modifications will be unenforceable against PREZIOSO LINJEBYGG.

**2. Subject - specifications**

**(2.1)** The subject of an Order is defined by: - the Order and the appendices signed by a representative of PREZIOSO LINJEBYGG; - the technical documents, plans, specifications...; - the standards which are in particular referred to in the specifications. **(2.2)** In case of services of assembly or commissioning carried out by the Supplier, their scope and the obligations resulting from these services shall be specified in the Order or in the specific conditions. **(2.3)** The specifications mentioned in the Orders may only be modified by the Supplier with the prior written agreement of PREZIOSO LINJEBYGG. **(2.4)** The Supplier undertakes to provide at the latest at the date of delivery, all documents in French, such as plans, notices, certificate of conformity, EC certificates, necessary for the use and maintenance of the Product and which are in compliance with the regulations and the norms in force. At the simple request of PREZIOSO LINJEBYGG, the Supplier undertakes to communicate all of these documents in English. **(2.5)** If the specifications or standards which apply do not appear to be of a nature enabling to reach the desired results and performances and/or when the Supplier does not know the environment within which it will have to perform its Supplies, the Supplier must inform PREZIOSO LINJEBYGG about this prior to the order is placed. Moreover, the Supplier must inform PREZIOSO LINJEBYGG on the conditions of use and training to control the risks resulting from the Supplies. **(2.6)** The Supplier undertakes to comply with the 10 principles of the ILO global pact with regard to the respect of human rights, working conditions, the environment and the fight against corruption. PREZIOSO LINJEBYGG may perform any checks or audits in this domain.

**3. Sub-contracting** **(3.1)** The Supplier may not sub-contract all or part of the execution of the Order without the prior written consent of PREZIOSO LINJEBYGG. **(3.2)** In any event, the Supplier will take all measures necessary to ensure the satisfactory performance of the work confided to its Sub-contractors, and will remain entirely liable for all of the services rendered and Supplies delivered by all of its Sub-contractors and Suppliers.

**4. Personnel of the Supplier** **(4.1)** The Supplier undertakes that its employees are specifically trained and have the necessary skills to perform the services. **(4.2)** Every 6 months, the Supplier undertakes to communicate to PREZIOSO LINJEBYGG the documents requested under the provisions of the French Labour Code related to the illegal labour and the employment of foreigners without title. Failure to supply these documents entitles PREZIOSO LINJEBYGG to withhold payment of the Supplier's invoices and to cancel, automatically and without prior notice, the order, by the fault of the latter. **(4.3)** In the event of the delivery of the Product or the performance of the service on an industrial site, the Supplier, its personnel and any sub-contractors it may have as well as carriers, must comply with the safety requirements on such site.

**5. Shipment— Transport** **(5.1)** Unless in the case of an explicit exception, shipment will be made ex works. **(5.2)** In the exceptional case where the shipping charges are borne by PREZIOSO LINJEBYGG, shipment will be made carriage paid, and the advanced freight charges will be invoiced along with the goods. Deliveries where the freight has not been paid and shipments made cash on delivery will not be accepted. **(5.3)** Transport conditions must at least comply with the requirements mentioned in the technical data sheets of the concerned products and / or comply with storage conditions. **(5.4)** Wherever necessary, the Supplier must comply with the instructions of PREZIOSO LINJEBYGG concerning the method and means of packaging and transport chosen by the latter. **(5.5)** The Supplier shall remain solely liable for the transport of goods and guarantees PREZIOSO LINJEBYGG against any damage to the materials and goods transported, regardless of the cause. The Supplier waives all claims against PREZIOSO LINJEBYGG in this regard.

**6. Dangerous products** **(6.1)** If certain products to be supplied under the Contract contain dangerous substances, or require special safety precautions during handling, transport, storage or use, the Supplier undertakes within 48 hours to communicate to PREZIOSO LINJEBYGG in writing all of the information relating to the nature of these substances and to the precautions to be taken. **(6.2)** Prior to shipment, the Supplier must ensure that the appropriate instructions and warnings are effectively displayed and clearly indicated on the Products, and / or properly attached to them, as well as to the packaging in which they are placed. The Supplier also undertakes to comply with the obligations imposed by the REACH regulation. **(6.3)** The Supplier is liable and shall compensate PREZIOSO LINJEBYGG for any consequences which may arise from failure to comply with these obligations which relate to dangerous products.

**7. Lead time – delivery** **(7.1)** The dates, deadlines and places of deliveries or execution indicated in the Order are binding. **(7.2)** Any delivery, even partial,

shall be accompanied by a Delivery Slip indicating the Order number, and enabling to identify and perform a rapid inventory of the Supplies. In the case of partial deliveries, the Supplier must previously inform PREZIOSO LINJEBYGG. **(7.3)** If the delivery of the product or the execution of the service risks being delayed beyond the date indicated in the Order, the Supplier will inform PREZIOSO LINJEBYGG of such delay. If the Supplier fails to notify any event which may affect the order lead time indicated in the Order, PREZIOSO LINJEBYGG will be entitled to unilaterally cancel automatically without prior written notice all of part of the Contract, and / or to be compensated for any prejudice suffered without the Supplier being able to claim any indemnity or compensation. **(7.4)** The Supplier is deemed to be bound by the foregoing on the expiry of the period without further formalities. When the lead time indicated in the contract is exceeded, the Supplier will be liable to a penalty equal to 1% of the amount, excluding tax, of the Order for each late day, without prejudice to any other damages and interest. **(7.6)** Early deliveries may only be made with the written consent of PREZIOSO LINJEBYGG. However, with regard to the application of payment terms, only the date which appears on the Order Form will be taken into account, and not the date of the early delivery.

**8. Compliance – guarantees** **(8.1)** The Supplier guarantees, in all circumstances, including in the event of authorized sub-contracting, the compliance of the Supplies with the Order, with usual practices and with legal and regulatory requirements, in particular with respect to safety and the environment. **(8.2)** The Supplier also guarantees all Supplies against any design, manufacturing or construction defects. If PREZIOSO LINJEBYGG grants its customer a contractual guarantee, the Supplier shall provide PREZIOSO LINJEBYGG with a counter-guarantee in identical conditions. **(8.3)** In the event of a defect or any non-compliance, the Supplier undertakes to make, at the first request of PREZIOSO LINJEBYGG, at the earliest opportunity and at its expense, all of the modifications necessary to render the Supplies operational or take any corrective action and, as the case may be, replace the Supplies without prejudice to any other damages and interest. **(8.4)** PREZIOSO LINJEBYGG reserves the right to return any non-compliant Supplies to the Supplier, at the cost and risk of the latter, which must then reimburse any amounts already paid and compensate any prejudice caused.

**9. Delivery – Acceptance** **(9.1)** Regardless of the methods of shipment and transport, delivery is taken according to the procedures provided in the Special Conditions, at the place of destination. **(9.2)** Acceptance of the Supplies may not be considered as a release of the Supplier, in the event where later checks were to reveal that the Supplies do not comply with the Order specifications.

**10. Risk transfer** The Supplier shall bear the risks until acceptance of the Supplies, without reserves, by PREZIOSO LINJEBYGG at the place indicated in the order or, in case of assistance by the Supplier to assembly or to the commissioning of the Supplies, at the date of the minute certifying the regulatory compliance of the operations.

**11. Prices** **(11.1)** The prices stated in the Order are fixed and cannot be modified. They apply to products

rendered to the delivery address, transport, packaging, and include insurance, net of all taxes. (11.2) To be enforceable, any modification of prices, even legal, is subject to the express written consent of PREZIOSO LINJEBYGG. (11.3) All invoices must:- only relate to one order, - indicate all of the particulars,- be addressed in duplicate to the following address: **PREZIOSO LINJEBYGG— Service Comptabilité des Fournisseurs —CS 20389 — 38217 VIENNE CEDEX.**- specify the Order Number, the description of the Supplies and the number of products delivered, the dates and the place of delivery, the delivery slip reference as well as a breakdown of the price. Any invoice which does not comply with these requirements will be sent back to the Supplier. (11.4) Unless otherwise provided by a broad-based trade agreement, or an agreement between the Parties, invoices are payable 60 days net, by means of a bill of exchange. (11.5) Any deposit paid is subject to the provision by the Supplier of a bank guarantee covering the reimbursement of the deposit. (11.6) In the event of a delay in payment by PREZIOSO LINJEBYGG, a late penalty equal to three times the legal interest rate in force shall be due. The payment of this penalty shall discharge PREZIOSO LINJEBYGG from the payment of any other sum with respect to such delay.

**12. Transfer of ownership** The title retention clause proposed by the Supplier may only be accepted by PREZIOSO LINJEBYGG on a case-by-case basis, and is subject to the express written approval of PREZIOSO LINJEBYGG.

**13. Liability (13.1)** The Supplier is liable for the performance of its contractual obligations in compliance with the terms of the Order and with the legal and regulatory provisions which apply. (13.2) The Supplier is bound to compensate all damages or losses (including operating losses) caused to PREZIOSO LINJEBYGG and / or to third parties, which are attributable to the Supplier, its agents or its sub-contractors, and which occur within the framework of the execution of the Contract. (13.3) The Supplier also guarantees PREZIOSO LINJEBYGG against any actions and/or claims by third parties within the framework of this Contract, and undertakes to bear any financial consequences which may arise in relation to the delivery of its products or services.

**14. Insurance (14.1)** The Supplier must take out and maintain, throughout the entire duration of the execution of the Service and until the end of the guarantee period, at its expense, the necessary insurance policies covering the risks and financial consequences of civil liability, incurred in the event of damage of any nature caused to third parties and / or PREZIOSO LINJEBYGG, due to the performance of the Contract. Also, with respect to the supply of products, the Supplier's insurance must include a specific guarantee covering recommendation errors. (14.2) The Supplier must communicate to PREZIOSO LINJEBYGG its civil and professional liability insurance certificates and, as the case may be, a decennial liability insurance certificate established by a solvent insurance company, and less than six (6) months old, indicating the guarantees provided, their amounts, their deductibles and certifying the payment of premiums, without the existence of this insurance being considered, in any event, as a limitation whatsoever of the liabilities incurred by the Supplier with respect to the Order.

(14.3) The decennial liability insurance certificate must be nominative and specific to the site and must include an abrogation to the proportional rule and an uncapping of the guarantee. (14.4) If the insurance certificates referred to hereabove are not provided, PREZIOSO LINJEBYGG will be entitled not to pay the Supplier's invoices until such certificates have been communicated.

**15. Third party dispossession guarantee (15.1)** The Supplier guarantees PREZIOSO LINJEBYGG against any action or claim by a third party relating to an industrial or intellectual property right. (15.2) It shall personally deal with any court proceedings and compensate PREZIOSO LINJEBYGG for any damages and expenses which may result as a consequence of these proceedings.

**16. Intellectual property and Confidentiality (16.1)** Unless otherwise expressly authorized by PREZIOSO LINJEBYGG, the Supplier must keep confidential all of the commercial, financial or technical information which may be communicated to him in relation to this Order. The Supplier shall abstain from divulging and / or using this information, in any form whatsoever, for purposes other than the execution of the Order. (16.2) All of the documents communicated by PREZIOSO LINJEBYGG to the Supplier shall remain its property and must be returned to it following the execution of this Order. (16.3) The Supplier declares that it holds all of the patents, licences, rights and authorizations necessary to use and sell the Supplies. (16.4) Any breach of these undertakings by the Supplier may give rise to the automatic cancellation of the Order, at the request of PREZIOSO LINJEBYGG, without prejudice to any damage and interests which may be claimed.

**17. Suspension – cancellation (17.1)** PREZIOSO LINJEBYGG reserves the right to suspend the execution of the Contract at any time. In this case, an agreement on the compensation to be granted to the Supplier for any prejudice suffered may be reached, on the condition that the Supplier so requests in writing without delay following the decision to suspend and provides detailed written documentary evidence of such prejudice, it being understood that this compensation is limited to any additional expenses directly incurred by such suspension and settled by the Supplier, to the exclusion of any indirect damage such as operating losses or loss of earnings. (17.2) PREZIOSO LINJEBYGG reserves the possibility to automatically terminate all or part of the Contract in the event of the breach by the Supplier of any one of its contractual obligations, without prejudice to any damage and interests which PREZIOSO LINJEBYGG may claim.

**18. Prevention of corruption (18.1)** The Supplier undertakes to comply with the provisions of the French Criminal Code relating to the prevention of corruption and with British laws on the prevention of corruption (UK Bribery Act 2010). (18.2) The Supplier undertakes not to directly or indirectly propose offers, promises, gifts, presents or other benefits of any nature whatsoever to any employee or representative of PREZIOSO LINJEBYGG, for himself or for another, in view of him carrying out or refraining from carrying out acts within the framework of his position or using his influence in view of obtaining contracts, orders or any other favourable decision. (18.3) The Supplier expressly authorises Prezioso to verify compliance with the obligations referred to above and to allow PREZIOSO LINJEBYGG and/or the auditors

designated by the latter to inspect its books. At the request of PREZIOSO LINJEBYGG, the Supplier undertakes to participate in training sessions on the prevention of corruption organised by PREZIOSO LINJEBYGG. (18.4) The Supplier guarantees PREZIOSO LINJEBYGG against any consequences which may result from non-compliance with the above undertakings. (18.5) Non-compliance with the above undertakings will constitute a cause for termination for fault without prior formal notice, without the Supplier being entitled to claim and indemnity whatsoever.

**19. Attribution of jurisdiction and applicable law (19.1)** This contract is governed by French law and any dispute arising therefrom shall be brought before the Commercial Court of Lyon, even in the event of the introduction of third parties or when there are several defendants. (19.2) The application of the United Nations Convention on contracts for the international sale of goods is excluded.

Date :
Name- Title :
Signature /Business pad