

1) SCOPE

- These General Conditions of Purchase (the "GCPs") govern the conditions applicable to all orders of all products from a third party (hereinafter the "Supplier"). Unless prior written agreement, especially between **SELECTARC** and the Supplier, the GCPs only apply to all orders and/or sales whatsoever notwithstanding any contrary provisions in the general conditions of sale or any of the Supplier's commercial documents, which the latter acknowledges and agrees irrevocably by signing these GCPs.
- These GCPs apply to all orders placed by **SELECTARC** with the Supplier since the signing hereof, which the latter acknowledges and agrees irrevocably.

2) ACCEPTANCE OF ORDERS

- Orders placed by **SELECTARC** are subject to these general conditions of purchase.
- No special condition of the Supplier may, unless formal written acceptance of **SELECTARC**, prevail against these general conditions of purchase. In case of discrepancy between a provision of these general conditions of purchase and the Supplier's general conditions of purchase, the provision shall be considered null and void, without the validity of the order being challenged.
- An order acknowledgment of receipt must be sent by the Supplier to **SELECTARC** in writing (including by fax or email) within forty-eight (48) working hours. In the absence of reservations made in writing within the said period, the order will be deemed accepted by the Supplier.

3) PRODUCT COMPLIANCE - SURVEILLANCE

- Products must comply with the specifications sent to the Supplier at the same time as the order. The requirements are either included in a separate specification or on the actual order.
- In the case where the products do not comply, the Supplier is obliged to inform **SELECTARC**, as soon as he becomes aware of it, and in any event within forty-eight (48) working hours in writing (including by fax or email). In case of delivery of non-compliant products, **SELECTARC** reserves the right to demand compensation for damages.
- In case of a request of exemption, it must be submitted to **SELECTARC** in writing (including by fax or email), as soon as he becomes aware of it, within 48 working hours from receipt of the order. **SELECTARC** will inform the Supplier of its decision in writing (including by fax or email).
- The Supplier shall inform **SELECTARC** of any changes in the product and/or process, changes of suppliers, of location of manufacturing sites or of any other event affecting the supply chain.
- In case of change of location of manufacturing sites, the Supplier is obliged to implement all applicable requirements to the entire supply chain, in particular **SELECTARC**'s requirements.
- The Supplier shall grant access to **SELECTARC**, its customers and any third party, as well as to the authorized Authorities, to the recordings and manufacturing sites concerned by the order at all levels of the supply chain concerned by the order.

- The Supplier shall retain all recordings relating to the quality of products sold to **SELECTARC**, for a period of five (5) years. These recordings may concern any document relating to suppliers and subcontractors which Supplier would have needed.

4) CONDITIONS OF ACCEPTANCE OF PRODUCTS

- The acceptance criteria for the product are those previously mentioned in the specification or the order.
- Unless otherwise stated, partial shipments are not allowed.
- Compliance checks can be done on **SELECTARC** premises upon delivery or failing that, in a place specified in the order.
- Checks may be conducted by **SELECTARC** personnel or outsourced to an external control body.
- Discrepancies not subjected to written acceptance of **SELECTARC** will be treated as non-compliance.
- The replacement of the product will be borne by the Supplier, and **SELECTARC** reserves the right to require indemnification.
- The payment of the Supplier invoice is subject to satisfactory receipt of the products.

5) DELIVERY / SHIPPING

- Each item will be properly packaged, identified (Designation and batch number, expiry date if applicable), and shipped in accordance with the practice of carriers to ensure product integrity upon arrival. The type of packaging must take into account the constraints of the type of transport (air / sea / land).
- Unless otherwise stated, shipments will be made according to the Incoterm specified in the order.
- A waybill recalling the number and date of the order and the item code and the description of goods, the quantity delivered, must accompany each shipment.
- In the case of orders for raw materials, consumables or finished products, the certificate of analysis, the Safety Data Sheet, Declaration of Conformity must accompany the goods or will be submitted to the **SELECTARC** Purchasing Department before product delivery. Any product not accompanied by these documents will be considered non-compliant and will be deemed delivered only upon receipt thereof.
- The delivery date specified in the order is that of the arrival of supplies on **SELECTARC** premises.
- The arrival date of the goods being authoritative, will be that of their handling by **SELECTARC**'s Receipt Department.

6) TRANSFER OF OWNERSHIP AND RISK

- The transfer of ownership of the supplies takes place in accordance with the statutes and regulations in force.
- The transfer of risk takes place upon the quantitative and qualitative receipt on **SELECTARC** premises or, failing that, at any other place specified in the order.

7) PRICES

- Unless otherwise stated, the prices quoted in the orders are firm, final and not subject to revision. They do not include taxes and are in accordance with the Incoterms specified in the order.
- The billing currency is specified in the order.

- Unless otherwise stated, in the case of prices including a variable component subject to the prices of raw materials prices, such variable component will be the price on the date of shipment of goods (BL/consignment).

8) TERMS OF PAYMENT

- Unless otherwise stated, payments are made according to the terms of payment specified in the order.
- Unless otherwise stated, no order will be paid before the delivery and receipt of goods by the **SELECTARC** Quality Department.
- **SELECTARC** reserves the right not to pay the invoices for partial deliveries due to the Supplier's own initiative.
- Except with express prior consent, **SELECTARC** will pay invoices to the Supplier after full receipt of the order and according to the payment terms above.

9) BILLING

- Invoices must be established and sent in duplicate to **SELECTARC**, to the attention of the "Accounts Payable" Department. They must include the order number, the references of the Supplier's delivery bill, all items which are essential to allow their identification and control by **SELECTARC**. **SELECTARC** reserves the right to return any bill that does not include this information.
- **SELECTARC** will not accept any liability for any order from the Supplier's own initiative.

10) ASSIGNMENT OF CLAIMS

- The Supplier shall not assign the claim resulting from the execution of the customer's order to any third party whatsoever, without prior written consent from **SELECTARC**.

11) OUTSOURCING

- The Supplier shall not subcontract all or part of the order, without prior written consent from **SELECTARC**.

12) OBLIGATIONS - ETHICS - REGULATIONS

- The supplier shall also comply with the agreements signed under the aegis of the International Labor Organization, including the provisions in reference to the rights of the child. The supplier shall certify and attest for any product supplied to **SELECTARC** that child labor was not used, directly or indirectly at any step of the supply chain.
- Regarding minerals from conflict zones, the Supplier agrees to comply with the rules of the "Dodd-Frank Law". It also agrees that the raw materials used in the composition of the products purchased do not originated from listed conflict zones. The Supplier agrees to provide evidence thereof at the request of **SELECTARC**. It shall in particular complete the corresponding questionnaire.
- The order may be immediately cancelled by **SELECTARC**, without compensation, without damages and without recourse by the Supplier in the event of non-compliance with the provisions of this Article.

13) REACH AND RoHS REGULATIONS

- The Supplier agrees to comply with the REACH Regulation and the European RoHS Directive. **SELECTARC** reserves the right to request from the Supplier any evidence in this regard.

14) LIABILITY - DELIVERED PRODUCTS

- The Supplier is responsible for the delivered products and in particular any consequential, direct or indirect damages that may arise.
 - Whether an order for products or services, the liability of the Supplier must be guaranteed by an insurance contract with one or more authorized insurance companies. The Supplier undertakes to justify the existence of such insurance contract if **SELECTARC** so requests.
 - If the order is a products order, the Supplier shall indicate on the invoice and the delivery bill, the country of origin of the products delivered to **SELECTARC** in accordance with the definition of origin given by the applicable EU regulations.
 - If the order is for goods classified as hazardous, the Supplier undertakes to comply with applicable regulations relating in particular to the identification and packaging of products as well as regulations governing transportation.
 - The Supplier shall indemnify **SELECTARC** with all costs and damages which may be incurred by it as a result of false or inaccurate statements, in particular as to the country of origin of the delivered products.
- 15) CONFIDENTIAL INFORMATION**
- **SELECTARC** considers that any information of any nature whatsoever, which the Supplier becomes aware of in the course of this order, shall indefinitely be deemed confidential and shall not be disclosed to third parties.
 - The Supplier shall take all measures necessary to avoid commercial or technical information regarding orders and tenders from **SELECTARC** from being disclosed, even accidentally, to third parties.
- 16) TECHNICAL DOCUMENTS**
- All drawings, specifications and other technical documents or information provided by **SELECTARC** remain its property and shall under no circumstances be disclosed to anyone or used for manufacturing runs other than those in the order without prior written permission.
 - Technical documents such as specifications, descriptions, etc., are deemed to be accepted without reservation by the Supplier upon ordering.
- 17) DELIVERY - DELAY**
- Products or services are to be delivered or performed in accordance with the limits and conditions specified in the order.
 - The Supplier shall inform **SELECTARC** as soon as it becomes aware of any delay in the execution of orders.
 - If products or services are not delivered or performed within the timeframe specified in the order, the Supplier shall be liable to penalties as of that date. Penalties are equal to 1.5% of the total price of the order per calendar week of delay.
 - The Supplier shall pay the late penalties upon request by **SELECTARC** on terms to be agreed. Payment of late penalties shall not relieve the Supplier of the payment of sums due as compensation and indemnification.
 - If the delivery of products and/or performance of the services have not occurred within one week from the date approved by both parties, **SELECTARC** reserves the right to cancel the order in accordance with Article 19 of these GCPs.
- For reasons of flow management, **SELECTARC** may require that the delivery be made within an agreed time slot.
- 18) ADVERTISING**
- The Supplier shall not exhibit in any form whatsoever the products as per the indications, drawings, plans, designs or specifications provided by **SELECTARC** without its prior written consent.
- 19) TERMINATION**
- If the Supplier fails to meet its contractual obligations resulting from the order, **SELECTARC** reserves the right to cancel or terminate the order in whole or in part, without prejudice to damages and interest, after written notification.
 - **SELECTARC** can in no way be liable to the Supplier for any direct and/or indirect damages or for loss of profit arising from the cancellation of the order in case of fault of the Supplier or in connection therewith.
 - Upon termination or suspension of the order for default, **SELECTARC** shall be entitled to compensation for damages and losses associated with the cancellation or suspension of the order.
- 20) INCOMPATIBILITY**
- In the event that any of the above provisions would be contrary to any provision mentioned in the order, the clause indicated in the order shall prevail over the terms and conditions contained herein.
- 21) FORCE MAJEURE**
- Are considered as cases of force majeure or fortuitous events, any events beyond the control of the parties, which they could not reasonably be required to foresee, avoid or overcome, insofar as their occurrence makes it totally impossible to perform the obligations.
 - In that case, the Supplier will notify **SELECTARC** in writing (including by fax or email) within forty-eight (48) working hours of the date of occurrence of such an event, that the contract is automatically suspended without compensation from the date of occurrence of the event.
 - If the event lasts more than thirty (30) days from the date of occurrence thereof, the contract entered into between the parties may be totally or partially cancelled by either party, without claim to any indemnification or compensation. Such termination shall take effect on the date of first presentation of the registered letter with acknowledgment of receipt terminating the said contract.
- 22) INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**
- The execution of an order does not result in any transfer of intellectual property rights held by **SELECTARC** to the Supplier, including any rights regarding the trademarks and patents of its products.
 - Plans, drawings and technical documentation provided to the Supplier remain the property of **SELECTARC**. These documents may only be used in order to execute the order.
 - The Supplier shall be liable for any violation of intellectual and industrial property rights regarding the documents provided. It will also be responsible for any breach of rights relative to the delivered products.
 - The Supplier shall indemnify **SELECTARC** against any claims of third parties arising from
- the violation of these rights and will pay all costs that may result.
- 23) DATA PROTECTION**
- In accordance with the "Informatique et Libertés" Law of 6 January 1978, the Supplier has the right of access, rectification, and cancellation of the personal data that concern it. Such right can be exercised by contacting **SELECTARC**.
- 24) APPLICABLE LAW AND DISPUTES**
- The present general conditions of purchase are governed by and construed in accordance with French law. Any dispute arising in connection with the wording, interpretation, implementation and/or termination of this Agreement, for any reason whatsoever, shall be subject to the exclusive jurisdiction of the courts of the Commercial Court of the head office notwithstanding any contrary provision of the Supplier that recognises and accepts it irrevocably.