



## GENERAL PURCHASING CONDITIONS

We (the “Buyer”) proudly exhibit over more than 50 years of ethical business as a manufacturer and retailer of outdoor leisure and camping products. We expect our vendors to ascribe to the values that have made the quality of our brands.

We believe that it is necessary for each of our vendors (the “Supplier”) to agree on our General Purchasing Conditions as follows:

These General Purchasing Conditions are considered as accepted by the Supplier in both cases where Supplier would have either - within 15 (fifteen) working days of receipt -  
(i) acknowledged receipt and returned one copy unmodified, signed and dated, or  
(ii) refrained from disputing any of the provisions herein; in which eventuality Supplier’s acceptance would be deemed tacit.

The sourcing manual is part of the General Purchasing Conditions and as such, entirely applicable to all sale and purchase business with the Supplier.

Acceptance by Supplier of a Purchase Order from the Buyer (the “Order”) for any goods whatsoever either branded under the Buyer Trademarks or not (the “Products”) is expressly limited to the terms and conditions contained herein. If Supplier uses its own acknowledgement or other form to accept an Order, it is understood that said form shall be used for convenience only and any terms or conditions contained therein inconsistent with or in addition to those contained herein shall be of no force or effect whatsoever between the parties hereto. In case that any of the provisions of these General Purchasing Conditions are or become null or void, this shall not affect the validity of the remaining provisions hereof.

**When accepted by Supplier, an Order shall constitute the entire agreement and understanding of the parties unless a more comprehensive agreement is executed between the Buyer and Supplier for this transaction, which shall then prevail on the General Purchasing Conditions.**

An Order may be amended or altered only in writing in the conditions of paragraph 5 below.

No action, or failure to act, by the Buyer shall constitute a waiver of any provision hereof.

The Buyer and Supplier shall be independent contractors and their relationship hereunder shall be solely that of a seller and a buyer. An Order does not create a principal-agent, joint venture or partnership relationship between them, and neither one may legally command the other in any manner except as provided herein.

In the event Supplier’s obligations hereunder require or contemplate performance of services by Supplier or its employees to be performed on the Buyer’s property or property of the Buyer’s customer, Supplier agrees that all such work shall be done as an independent contractor and the persons doing such work shall not be considered employees of the Buyer.



## **1 - Purchase Price and Terms of Payment**

The Purchase Price is the price mentioned on the Order or resulting from price calculation clauses contained in the Order. Subject to the following paragraph, the Purchase Price is definite, irrevocable and is understood to be (i) CIP (Carriage & Insurance Paid To) the Buyer's premises or any other address which may be stipulated by the Buyer on the Order for European purchases, and FOB (Free on Board) place of shipment for non-European purchases; Incoterms ICC-2010

The terms of payment are 60 (sixty) days from the date of invoice, by T/T (tele-transfer). These terms will remain in effect even if the Products are delivered, without prior approval of the Buyer, in advance of the delivery date indicated on the Order.

Supplier shall have no right to invoice prior to shipping the Products.

The Buyer shall have the right at all times to set off any amount owing from Supplier to the Buyer or any of its subsidiary or affiliate companies against any amount payable at any time by the Buyer in connection with an Order.

As per the provisions of article L132-8 of the French Commercial Code, the Buyer is exposed to the risk of double payment of the transport costs in the event of payment failure by the Supplier to its subcontractor. The Buyer will therefore - at any time and at its own discretion especially when it is proved that Supplier is facing financial difficulties - have the possibility to notify Supplier of its decision to deal directly with the transport.

In such case, the Buyer shall continue business with the Supplier' carriers under the same terms (and in particular the financial conditions) as those agreed earlier with the Supplier. The Supplier commits itself to send to the Buyer within a maximum of 48 hours from the request, the applicable conditions to allow the Buyer to take over the contract of carriage.

Should any carrier decline doing business with the Buyer - such refusal being reported by the Supplier in writing within 48 hours following the request made by the Buyer to deal with the transport - then the Buyer will be able to choose its own carrier, waiving all kind of obligation towards the initial carrier and specifically excluding any financial claim.

When the Buyer takes over the transport, the Purchase Price remains the same, minus all transport costs actually paid by the Buyer as well as any other additional contributions. In case the carrier refuses to grant the Buyer with the same conditions, the Buyer will deduct the price paid to the carrier from the Purchase Price.

## **2 - Delivery - Loading**

Unless otherwise agreed between the Parties, sales of Products are made either (i) CIP (Carriage & Insurance Paid To) the Buyer's premises or any other address which may be stipulated by the Buyer on the Order for European purchases, or (ii) FOB (Free on Board) place of shipment for non-European purchases; Incoterms ICC-2010.

All Products shall be packed and individually labeled by Supplier as instructed by the Buyer at no additional charge to the Buyer, and prepared for shipment by Supplier.



Each delivery shall be accompanied by:

- A delivery note giving the Order number.  
The Buyer reserves, and shall at all times have, the right to return Products not covered by a delivery note, at Supplier's expense.
- A copy of the invoice which must contain in particular the following information: shipping destination, date shipped, Order number or numbers, item and model numbers, description of the Products, quantity shipped, unit price and total price, payment term, number of cartons, weight. The invoice shall be sent in to the Buyer accounting department in 3 copies.

Supplier shall load the Products in the quantities and at the times specified by the Buyer in accordance with the routing instructions given by the Buyer (including - when applicable - the nominated forwarder and carrier, the vessel name and loading point). Unless agreed in writing by the Buyer, Supplier shall not purchase materials and/or components, or make material and/or components commitments, or production arrangements, in excess of the amount, or in advance of the time necessary to meet the Buyer's delivery schedule. The Buyer reserves, and shall at all times have, the right to return excess shipments or early deliveries, at Supplier's expense.

### **3 – Inspection and rejection at destination**

3.1 Regardless of the form or content of any receipt given to the Supplier at the time of delivery, and despite any payment which may have been made thereunder, the Buyer may (i) inspect at its ultimate destination and (ii) reject any shipment or part thereof which in the discretion of the Buyer does not meet all of the packaging requirements, quality control requirements, or any other term and condition of the Products' specifications. If the Buyer rejects in whole or in part any nonconforming shipment of Products, the Buyer shall provide Supplier written notice of such rejection no later than forty-five (45) days after receipt of such shipment at its ultimate destination.

In the event of rejection, Supplier shall be responsible for the quick removal of the rejected property within a reasonable time after receiving notification of rejection and shall bear all risks and loss after such notification. At Supplier's option and expense, such shipments may be returned to Supplier or destroyed by the Buyer.

3.2 The Buyer shall not be deemed to have accepted any shipment of Products and the Buyer shall be entitled to (i) a refund of the Purchase Price (including the cost of transporting the Product to the point of the Buyer's final inspection) or (ii) prepaid replacement Products at the Buyer's choice for any shipment of Products rejected.  
Supplier shall use commercial best efforts to replace the entire shipment of nonconforming Products, at no additional cost to the Buyer.

Acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

### **4 - Delay Penalty**

Time is of essence as to Supplier's performance hereunder.



Delivery deadline given on an Order is a “firm deadline” and must be rigorously respected. Any deviation from the “firm deadline” must be notified in writing by the Supplier upon receipt of an Order and agreed by the Buyer. The Buyer may otherwise, at its exclusive option, either:

- claim from the Supplier, as liquidated damages, two percent (2%) of the total amount of the Order, per week of delay, on the understanding that the liquidated damages shall, in no event, exceed six percent (6%) of the total amount of said Order, or,
- cancel without liability, in whole or in part, the Order relating to such delayed delivery, and/or,
- charge Supplier with any additional costs and expenses related to the purchase of said Products from any other vendor at the Buyer’s choice.

Penalty payments may be offset by the Buyer against payments it is due to make.

These remedies are available to the Buyer provided however that Supplier shall not be liable for any special or consequential damages for late delivery owing only to reasons beyond its reasonable control and not resulting from its own negligence (Force Majeure).

The Supplier shall promptly notify the Buyer of any delays, or any impending or threatened delays.

## **5 - Modification of the Order**

5.1 The Buyer shall have the right, until 30 (thirty) days before the delivery date, to change the quantities ordered. Modification of the quantities shall not give right to an increase in the Purchase Price.

5.2 The Buyer shall also have the right at any time - with written prior notice - to make changes in the drawings, artworks, designs, specifications, materials, packaging, time and place of delivery and method of transportation of the Products. Any such change must be in writing, signed by an authorized representative of the Buyer. If any such changes cause an increase or decrease in the Purchase Price, or in the time required for the performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

Supplier agrees to accept any such changes subject to this paragraph. This right to an adjustment shall be deemed waived unless claimed within fifteen (15) days after the change is ordered. The written notice shall be delivered by hand, or sent by facsimile (with confirmation) or by registered or certified mail, return receipt requested, or by electronic message (email).

5.3 Should the Buyer request a modification accordingly with clause 5.2 above, the Supplier shall validate with the Buyer the quantities of cardboards to buy before launching the printing.

## **6 - Cancellation and termination of an Order**

In addition to all other rights and remedies available to it hereunder, the Buyer shall have the right to cancel and terminate an Order upon the happening of any one or more of the following events:



(a) If the Buyer shall cease to use the Products, it may at its option, upon seven days written notice to Supplier, cancel the Order, but if said Products are not stock goods but are special designs and/or components manufactured or obtained by Supplier to fill the Order for the Buyer, the Buyer shall on such cancellation of the Order, only take delivery of such special designs and/or components of such Products which shall have then been made up and completed for the Buyer especially for the Order, at the time of such cancellation.

(b) The Buyer may immediately terminate an Order, or any part for cause, in the event of any default by the Supplier or if the Supplier fails to comply with any of the terms and conditions of the Order. Late deliveries, deliveries of Products which are defective or which do not conform to the Order, for instance, shall be causes allowing the Buyer to terminate the Order for cause. In the event of termination for cause, the Buyer shall not be liable to Supplier for any amount and Supplier shall be liable to the Buyer for any and all damage sustained by reason of the default which gave rise to the termination, including reasonable attorneys' fees and the costs of investigation. If it is determined that the Buyer improperly terminated the Order or a part hereof for cause, such termination shall be deemed a termination for convenience and would give right to a reasonable termination charge to be paid by the Buyer to Supplier, consisting of a percentage of the Order Purchase Price reflecting the percentage of the work performed prior to the notice of termination.

(c) If at any time the Buyer shall reasonably determine that Supplier is, or is about to become, insolvent or bankrupt, then the Buyer may immediately cancel the Order.

## **7 - Insurance**

Supplier has, or will obtain, and shall maintain, at its own expense Comprehensive General Liability insurance including Contractual Liability and Products Liability covering Supplier's premises, properties and Products, written on a "claims made basis" with appropriate minimum policy limits. Such insurance must be written by an insurer acceptable to the Buyer.

At the Buyer's request, Supplier will submit satisfactory evidence of such coverage to the Buyer evidencing that the Buyer is an additional insured. The failure to deliver the certificate of insurance or the Buyer's failure to ask for said certificate of insurance shall not be construed as a waiver of Supplier's obligation to provide the required insurance.

All such policies and the certificate of insurance shall provide that the coverage may not be terminated or changed unless upon at least 30 days prior written notice to the Buyer.

## **8 - Audit**

Supplier shall provide and maintain a quality control system to assure conformity with the Products' specifications indicated by the Buyer. The Buyer reserves the right to audit the Supplier, including surveillance, inspection, monitoring, and/or verification of the production and quality process. Without limiting the generality of the foregoing, Supplier agrees to allow the Buyer's representatives or its authorized agents at all times during regular business hours to enter Supplier's site (and/or Supplier's subcontractors sites) to inspect the premises, the Products and the means for manufacturing same, including all documentation related to such Products. Supplier may request copies of the Buyer's quality procedures, which include the degree of inspection, and the criteria for acceptance or rejection.



It remains the Supplier's responsibility to take adequate measures to assure conformity with the Products specifications as well as all applicable laws.

In the event the Buyer discovers, in relation to the quality standards, any shortcoming with respect to either Supplier's (or subcontractor) plant or its manufacturing procedures or quality system, then the Buyer may terminate the pending Orders immediately without any further formality, nor liability whatsoever.

## **9 – Warranties**

(a) Supplier hereby expressly acknowledges that it knows the purpose for which the Products are purchased by the Buyer under any Order, and their intended use.

In consideration with the above statement, Supplier represents and warrants to the Buyer (in addition to all other warranties in law) that:

- Supplier has obtained and will maintain all the necessary licenses and/or approvals for the manufacture, sale and export of the Products;
- Supplier has no intention or policy to (i) cease production of the Products, (ii) change the manufacturing and production process of the Products (iii) move the location of its production premises or (iv) either assign or subcontract the complete or substantially complete manufacture or assembly of the Products without the Buyer's prior written approval;
- The Products, their packaging and labelling shall be free from defects in workmanship and material and shall comply with all legal and/or regulatory requirements including full compliance with REACH regulation as set forth in Exhibit 1;
- The Products, their packaging and labelling shall be free from defects in design if Supplier's design is employed, or where the Buyer's design is used, in conformance with drawings, specification, samples or other descriptions;
- The Products shall conform to all of the manufacturer's printed claims and shall be merchantable and fit for their intended use;
- Supplier shall commit itself to respecting the quality standards commonly accepted in the industry, including the ISO standards if applicable. Unless otherwise expressly agreed with the Buyer, Supplier shall be responsible for all safety testing, certification and approvals applicable to the manufacture, distribution or sale of the Products to the Buyer;
- Supplier is the rightful and true exclusive owner of Products and transfers to the Buyer good and marketable title to all Products delivered hereunder. Supplier further warrants that the Products shall be free and clear of all liens and other adverse claim against title or possession;
- Supplier will comply with applicable labour law, in particular child labour laws. In no event will Supplier employ oppressive child labour or engage in oppressive industrial home work in connection with the manufacture of Products. In the event that the Buyer gives permission to subcontract, Supplier warrants that it will not hire any subcontractor that does not comply with the foregoing provisions. The Buyer reserves the right to reject or return any Product not in compliance with the foregoing and to charge Supplier for any and all costs, expenses and/or losses in connection with such rejection or return.
- In the framework of its business relationship with its carriers, Supplier ensures that transport services are fully paid within the agreed terms.



The Buyer - and/or its representatives - reserves the right to investigate any potential violation of law or this provision and, at its discretion, to suspend, discontinue or terminate its relationship with Supplier for its failure to comply with labour laws or this provision.

All warranties contained herein shall survive inspection and acceptance by the Buyer.

(b) Supplier further acknowledges that the Buyer's employees, whatever is their position, are not allowed to accept and receive any payment or gift of any kind in direct or indirect relation with the existence and/or execution of their agreement. Supplier certifies that its representatives did not and will not offer, solicit, accept or provide (or attempt to offer, solicit, accept, or provide) any gratuity (entertainment, gifts, money, or other thing of value) to the Buyer or any of the Buyer's representatives for the purposes of obtaining or rewarding favourable treatment in connection with any Order, or any other agreement with the Buyer. Supplier also agrees to indemnify the Buyer for any liabilities, costs, damages, or expenses the Buyer may incur (including attorneys' fees, costs of investigation and expenses) as a consequence of any such gratuity being offered, solicited, accepted or provided by Supplier or its representatives or any attempt to do so.

(c) Supplier shall, at its own cost and expense, defend and hold the Buyer harmless from and against any and all claims made against the Buyer based upon, relating to, or arising out of any claimed defect in the manufacturing and/or supply of Products or services ordered hereunder. Supplier's warranties (and any consumer warranties, service policies or similar undertakings of Supplier) shall also be enforceable by the Buyer's customers and any subsequent owner and operator of the Products.

Products contractual warranty shall be for a period of two years from the date of shipment or, in the event of latent defects, two years from the date the Buyer or its customers first became or should have become aware of same. It covers parts and labour. Products not meeting the warranty during said period shall be replaced by Supplier at no charge. Supplier shall bear the costs associated with removal or recall of the defective Products and the replacement of the Products, including all labour expenses.

Any inbound or outbound transportation costs and the risk of in-transit loss or damage in connection with all Products so returned to Supplier or shipped to the Buyer under this clause shall be borne by Supplier.

The foregoing warranty is expressly contingent upon proper use of the Products for the purpose for which they were intended and does not cover Products which have been modified without Supplier's approval or consent or which have been subjected to unusual physical stress. Furthermore, this warranty shall not apply if adjustment, repair or replacement is required due to accident, neglect, or causes occasioned by other than ordinary use.

After the delivery of each Order, Supplier shall, for a period of 2 (two) years, supply replacement assemblies and/or parts to the Buyer upon request and shall not discontinue the manufacture thereof without informing the Buyer. The price for such replacement assemblies or parts shall be negotiated in good faith by the Parties, but shall in any event generally conform to the Purchase Price applicable to the Order.



## **Compliance with Law**

Supplier warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order. Supplier shall comply with all export and import laws of all countries involved in the sale of Product under the Purchase Order. Supplier assumes all responsibility for shipments of Products requiring any government import clearance.

Buyer may terminate the Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Product.

Supplier agrees that it will not acquire for use in the performance of the Order any merchandise, equipment, supplies, or services originating from, processed in, or transported from or through, the countries and/or persons prohibited from commerce by the United States Government.

## **10 - Property Rights**

### 10.1 Information supplied by the Buyer

Any inventions, innovations, designs, plans, specifications, drawings or the like supplied by or on behalf of the Buyer shall remain property of the Buyer and Supplier shall have no rights, property or interest in same and at anytime upon demand by the Buyer shall return such items to the Buyer or make such other disposition as the Buyer shall direct. Supplier hereby irreversibly assigns any and all rights it may have or acquire in such items (including but not limited to rights to improvements or changes), at law or in equity, if any to the Buyer. Supplier will keep such items in confidence. Supplier shall not furnish to anyone else the Products, or parts thereof, using such items obtained from or on behalf of the Buyer without the Buyer's written permission.

Supplier agrees that any moulds, dies, tools, special fixtures, jigs, patterns, models or the like, or any photographic negatives or printing artwork or plates or the like, if purchased or supplied by or on behalf of the Buyer or paid for by the Buyer in connection with an Order shall be and remain property of the Buyer, and Supplier shall have no rights, property or interest in same but shall hold such items for the Buyer unless directed otherwise in writing by the Buyer; Supplier shall account for such items and be responsible for maintaining such items in proper working order subject only to normal wear and tear where applicable and fully covered by insurance at all times.

Supplier shall not use such items to furnish to anyone else similar or same Products or parts thereof without the Buyer's written permission. At anytime upon demand by the Buyer, Supplier shall return all or any part of the Buyer's moulds, dies, tools, special fixtures, jigs, patterns, models or the like, or any photographic negatives or printing artwork or plates or the like or make such other disposition as the Buyer shall direct.

### 10.2 Trademark authorized use

In addition to the above paragraph 10.1, Supplier acknowledges that the Buyer and/or its Affiliates are the owner of all rights in any and all trade names and trademarks, including the



brand names or model names which may be applied to the Products or which the Buyer may notify Supplier on a case by case (“Trademarks”) and that the Buyer and/or its Affiliates have the exclusive right to use the Trademarks or any confusingly similar trade names or trademarks.

Should the Buyer order Products branded under its own Trademarks, then the Buyer shall authorize Supplier to use the Trademarks for the purposes of said Order(s) only; such authorization being limited, non-exclusive, personal and non-transferable. Supplier will not use the Trademarks or any confusingly similar trade names or trademarks in any manner except as specified herein and will not use the Trademarks or any confusingly similar trade names or trademarks on or in connection with any goods other than the corresponding Products. Upon completion of said Order(s), Supplier will immediately cease any and all use of the Trademarks or any confusingly similar trade name or trademark, and thereafter will not manufacture or supply goods under the Trademarks or any confusingly similar trade names or trademarks.

## **11 – Confidentiality-Data privacy protection**

11.1 Supplier shall consider all information furnished by the Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing the Order unless Supplier obtains written permission from the Buyer to do so. This confidential requirement shall also apply to the Products drawings and specifications, or other documents prepared by Supplier for the Buyer in connection with the Order.

11.2 Upon expiration or termination of the Order, Supplier shall make such disposition of all such information and items as may be directed by the Buyer. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to the Buyer shall be deemed secret or confidential and Supplier shall have no rights against the Buyer with respect thereto except such rights as may exist under patent laws.

This general confidentiality obligation may come in addition to a specific commitment taken by the Supplier under a separate Non-Disclosure Agreement with respect to information disclosed by the Buyer.

11.3 In so far as a party processes any personal Data (“the Processor”) on behalf of the other party, the Processor shall:

- (i) process the Personal Data only on behalf of the other party for the purposes of performing its obligation under the Order, and only in accordance with instructions received from that party from time to time;
- (ii) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorized in writing by the other party;
- (iii) at all times comply with the provision of the Data protection legislation, in so doing, implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

- (iv) take reasonable steps to ensure the reliability of any of the Processor's personnel who have access to the Personal Data;
- (v) obtain prior written consent from the other party before transferring the Personal Data to any subcontractors in connection with the discharge of its obligations under an Order;
- (vi) ensure that only those of the Processor's personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of the Order and all the Processor's personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 11.3;
- (vii) not publish, disclose or divulge any of the Personal Data to any third party unless directed to do so in writing by the other party;
- (viii) promptly notify the other party if it receives:
  - (a) a request from a Data Subject to have access to that person's Personal Data; or
  - (b) a complaint or request relating to the other party's obligations under the Data protection Act; or
  - (c) any other communication relating directly or indirectly to the processing of any Personal Data in connection with an Order;
- (ix) Provide the other party with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data
- (x) not transfer Personal Data outside of Europe.
- (xi) destroy the Personal Data once the last Order has been completed.

The parties shall procure that each of their subcontractors shall, comply at all times with the European Data Protection legislation and shall not perform their obligations under any Order in such a way to cause either party to breach any of its obligations under the European Data protection Legislation.

The Processor shall, at all times during and after the Term, indemnify and keep the other party indemnified against all direct losses incurred by that party arising from any breach of the Processor's obligations under this clause 11.3 except and to the extent that such liabilities have resulted directly from the other party's written instructions.

## **12 - Remedies and liability**

12.1 Supplier agrees to defend, indemnify and hold the Buyer harmless (as well as its affiliates, directors, employees, agents or customers), upon demand, from any and all claims, suits, actions, demands, damages or other injuries to persons or property in any way or expense including investigative expense and attorney's fees incurred in litigation or threatened litigation arising out of or resulting from:

- (i) unfair competition on behalf of Supplier;
- (ii) actual or alleged infringement of any patent, or any Trademark or copyright, or other intellectual property rights or for actual or alleged appropriation of any confidential information or trade secrets;
- (iii) the failure or alleged failure of the Products to comply with any express or implied warranties of the Supplier;
- (iv) the actual or alleged violation by the Products sold under an Order, or in their manufacture or sale, of any statute, law, rule, regulation, administrative or judicial order or decree,



- (v) any actual or alleged defects, whether latent or patent, in the Products, in material or workmanship, defective design, defective warnings or instructions or Supplier's negligence or breach of the Order or any related agreement between the Buyer and Supplier.

12.2 Supplier shall indemnify, defend and hold Buyer and its customers harmless from any and all costs and expenses, including claims, suits or other manner of governmental or private actions relating to or arising from an Epidemic Failure, including, without limitation, the costs of performing a recall and penalties assessed by customers of Buyer.

An "Epidemic Failure" shall mean: If the Products or any particular model line of the Products become subject to an epidemic or broad series of product failures, in excess of five (5) percent of the relevant Product(s) delivered to Buyer as reasonably determined by Buyer, Supplier shall at its own cost and expense, including necessary shipping charges, provide Buyer, Buyer's customers or consumers with a new, unused and properly functioning Product for each and every Product (all Products, not simply defective Products) manufactured during the period of time which is relevant to the defect or Epidemic Failure.

At Buyer's discretion, an Epidemic Failure shall also be deemed to exist if any Products shall: (i) contain one or more defects which create a substantial product hazard within the meaning of the European norms; (ii) fail to comply with the requirements of the Order.

### **13 - Force Majeure**

Upon the occurrence of any strike, dispute or difference with workers, accident at the Buyer's plant, storm, fire, explosions, war, embargo, governmental boycott or governmental action or any other event beyond the Buyer's reasonable control ("Force Majeure"), Supplier shall upon notice from the Buyer defer or postpone any further shipments of Products pursuant to the Order and in such an event, no invoice shall be payable until cessation of such contingency and acceptance by the Buyer of shipment covered thereby and the Buyer shall not be liable to Supplier for any loss as a result of such deferral or postponement or any of such events.

If Supplier is affected by Force Majeure, it shall promptly notify the Buyer of the nature and extent of the circumstances in question and shall take all steps reasonably required to attempt to overcome the effects thereof. If the performance in whole or in part of any Supplier's obligation under an Order is delayed by reason of said Force Majeure event for a period exceeding 20 (twenty) days, the Parties shall meet and review in good faith the desirability and conditions of terminating the Order.

In addition, Supplier, upon the written request of Buyer, shall immediately provide to Buyer or its designee, the tooling for the Products, whether owned by Buyer or otherwise. For the avoidance of doubt, Buyer shall have the right to immediately produce the Products at another manufacturer. In the event that Supplier owns the tooling, Buyer and Supplier shall negotiate a reasonable royalty payment to Supplier for such use. However, the transfer of tooling shall not be delayed while such negotiations are commenced or completed.



## **14 – Subcontracting - Assignment**

Supplier shall not assign or subcontract an Order, any interest therein, any right or obligation created thereby or any payment due or to become due including by operation of law, without the Buyer's prior written consent, and any assignee or subcontractor must agree to be bound by the provisions of the Order and Supplier shall remain primarily liable. Any attempt by Supplier to make such assignment shall be null and void and any such attempted assignment shall give the Buyer the option to terminate the Order without further liability.

## **15 - Notices**

All notices, request, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this paragraph.

## **16- Solicitation**

By accepting the Order, Supplier certifies that it and its representatives did not offer, solicit, accept or provide (or attempt to offer, solicit, accept, or provide) any gratuity (entertainment, gifts, money, or other thing of value) to Buyer or any of Buyer's representatives for the purposes of obtaining or rewarding favourable treatment in connection with the Order. Supplier agrees to indemnify Buyer for any liabilities, costs, damages, or expenses it incurs (including attorneys' fees, costs of investigation and expenses) as a consequence of any such gratuity being offered, solicited, accepted or provided by Supplier or its representatives or any attempt to do so.

## **17 - Duration**

It is the intent of the Parties that these General Purchasing Conditions be in full force and effect at all times during which the Parties are conducting any business with each other. Accordingly, these General Purchasing Conditions will not terminate until two (2) years following any Order or within ten (10) years of the date of this General Purchasing Conditions.

## **18 - Applicable law and Dispute Resolution.**

These General Purchasing Conditions shall be governed by and interpreted under the laws of France.

European based Supplier: the Parties hereto expressly and irrevocably agree to submit to the exclusive jurisdiction of the Courts of Lyon (France) in the event of any dispute or controversy arising under the existence or execution of these General Purchasing Conditions.



Non European based Supplier: in case of a dispute, either Party has a right to initiate binding Arbitration, and shall seek recourse in a Court of Law only to enforce the Arbitral award. The place of Arbitration shall be Geneva (Switzerland) and I.C.C. (International Chamber of Commerce) Rules of Arbitration shall apply. Arbitration and all relevant documents shall be in English.

The Plaintiff shall appoint one arbitrator and the Defendant shall appoint a second arbitrator, the two chosen arbitrators shall then select a third arbitrator, equalling a total of 3 (three) arbitrators. If the two arbitrators once appointed fail to appoint the third arbitrator within the time provided for in the arbitration rules of I.C.C., the relevant appointment shall be made promptly by the Chairman of I.C.C. (Geneva).

The award of the ad hoc arbitration tribunal established under this Article shall be final and binding upon both Parties and may be enforced, if necessary, in any court of competent jurisdiction. The Parties shall use their best efforts to effect the prompt execution of any such award and shall render whatever support as may be necessary to this end. The losing Party shall pay the cost of arbitration, the fees of the arbitrators, the expenses of the arbitration proceedings including reasonable attorneys' fees, and all costs and expenses of enforcement of any arbitral award including reasonable attorneys' fees.



## EXHIBIT 1 – REACH REGULATION

REACH – Supplier represents and warrants that use of Substances of Very High Concern (“SVHCs”) in the Products, their packaging, the Components and/or any material supplied with the Products - if any - is made in compliance with the European Regulation EC N°1907/2006 relating to the Registration, Evaluation, Authorization and Restriction of Chemicals (“REACH”).

Supplier understands that the Buyer would not order if **(i)** the Products, their packaging, the Components and/or any material supplied with the Products contain SVHCs which have not been properly and timely notified to the Buyer or **(ii)** the Products, their packaging, the Components and/or any material supplied with the Products contain prohibited SVHCs.

In addition to other provisions herein, Supplier shall at its costs **(i)** provide the Buyer the SVHCs registering number if and when applicable, as well as all corresponding certificates and documentation **(ii)** inform the Buyer about the existence, the name and quantity of SVHCs in the Products, their packaging, the Components and/or any material supplied with the Products **(iii)** provide all information available with respect to any SVHC contained in the Products, their packaging, the Components and/or any material supplied with the Products as reasonably requested **(iv)** sign all declarations (including FT 313), fulfill the required forms and questionnaires upon the Buyer’s demand and as often as necessary upon any change in the Products, their packaging, the Components and/or any material supplied with the Products and/or in the law **(v)** perform all appropriate tests and controls at all times during the manufacturing process, report the results to the Buyer immediately when asked and allow the Buyer to audit its procedures with respect to REACH implementation and compliance.

Supplier shall hold harmless, defend and indemnify the Buyer and/or the Buyer Indemnities from and against any and all loss, liability, cost and expense, including but not limited to attorneys’ fees and expenses and costs of investigation, arising out of or in connection with a default of Supplier to communicate the presence of SVHCs to the Buyer and/or any breach whatsoever of Supplier to comply with REACH. Supplier acknowledges and agrees that failure to comply with REACH may result into a Product recall, at its entire costs.