

## **I - General Provisions**

The present General Purchasing Conditions ("GPC") apply to all orders placed by GANTOIS INDUSTRIES (hereinafter referred as the "Buyer") with a Supplier (the natural or legal person to whom the order is addressed), and are an integral part of the order. They prevail over the Supplier's General Sales Conditions. They may only be modified by special conditions freely negotiated between the Parties and expressly accepted by them.

The Purchaser and the Supplier are hereinafter referred as the "Parties".

Orders placed by Buyer shall be governed by :

- the provisions of these GPC,
- the purchase order issued by the Purchaser,
- where applicable, any special conditions agreed in writing between the Parties.

All elements resulting from a previous negotiation not included in these documents are excluded.

## **II - Acknowledgement of receipt - Acceptance of the order**

Any order from the Purchaser, relating to the products and services offered by the Supplier, shall be in writing.

Upon receipt of the above-mentioned writing, the Supplier shall have a period of forty-eight (48) hours to indicate its acceptance of the order. It shall acknowledge receipt thereof in writing. If the Supplier disagrees with the elements of the order, it shall inform the Purchaser of this problem without delay upon receipt thereof. If an agreement is reached, the Purchaser shall transmit a modified order.

Any order shall be valid only upon its express acceptance by the Supplier by any written means.

The Supplier who executes the order without having expressly notified his agreement to its provisions shall be deemed to have accepted the terms thereof.

## **III - Shipping - Delivery**

The Supply, i.e. the object of the order, shall be shipped in such a way that it does not suffer any damage during transport and storage. The Supplier shall draw up all necessary documents and obtain all required authorizations. Shipment shall be made with reference to the International Chamber of Commerce INCOTERM 2020 mentioned in Buyer's purchase order.

The Supplier shall send the Purchaser a delivery note, including the order references. One copy must accompany the Supply. In the event of delay in sending the delivery slip, or insufficient wording of the shipping documents, or any other cause attributable to the carrier, the costs incurred by the parking of wagons, trucks, storage, handling or other costs shall be charged to the Supplier.

The desired delivery date shall be indicated by the Purchaser in the purchase order, which shall also indicate the place of delivery. If applicable, the order form shall specify the unloading constraints to be respected by the carrier.

## **IV - Acceptance**

For the supply of aeronautical parts, the Supplier shall comply with the applicable specifications and procedures.

For supplies with a limited shelf life and/or lifespan, the Supplier shall :

- specify the total period of validity before use, counted from the date of manufacture ;
- affix the expiration date legibly and indestructibly to the container, which must satisfy a residual validity of use at least equal to 80% of the total validity.

Upon receipt of any order, the receipt to the carrier does not constitute final acceptance by the Buyer. The delivered supplies will be received by the Buyer, and acceptance will be subject to inspection of the products and the documents stipulated in the purchase order.

Supplies not conforming to the purchase order may be rejected, and Buyer shall notify Supplier of its rejection. Buyer may, at its option and without prejudice to any damages it may otherwise claim, refuse delivery and request replacement without charge, accept delivery with a reduction or cancel all or part of the order with reimbursement of sums already paid and expenses incurred.

## **V - Deadlines**

The agreed delivery times are imperative and may not be modified without the prior written agreement of the Buyer, including in the case of early delivery.

An order is considered delivered within the time limits when the following cumulative conditions are met :

- the Supply conforms to the order,
- the order is complete,
- the delivery takes place on the agreed day and during the Buyer's reception periods,
- the delivery is made at the agreed place.

Failure to comply with the deadlines shall result in the application of penalties amounting to 1% of the amount exclusive of tax of the order per calendar day of delay. These penalties are capped at 30% of this amount.

Failure to meet the agreed deadlines shall constitute grounds for termination of the order in accordance with the terms and conditions set forth in the "Termination" article, without prejudice to the application of the above-mentioned penalties and the Buyer's right to obtain compensation. If the Purchaser chooses to terminate the order, it shall also have the option of obtaining the goods from another service provider, the additional costs incurred being borne by the Supplier.

The Supplier shall inform the Purchaser immediately of any foreseeable delay in the execution of the order and of the risk of not being able to meet the agreed deadline.

## **VI - Prices - Terms of payment**

All orders are placed at a firm, non-revisable price. In the absence of specific different conditions negotiated between the Parties, the price includes, in addition to that of the Supplies and any ancillary services such as their assembly or commissioning, the services for which the Supplier is responsible according to INCOTERM 2020 designated in the purchase order. If the purchase order does not mention any INCOTERM, the order shall be deemed to have been placed according to INCOTERM DDP.

Invoicing for packaging will only be accepted if provided for in the purchase order.

The Buyer reserves the right to refuse excess quantities that have not been agreed upon in advance.

Advance payments shall only be definitively acquired by the Supplier and payments shall only be made once the Supplier has fulfilled its contractual obligations.

An invoice mentioning the order, the supplies, the delivery note, the place of delivery and any other compulsory mention in application of the applicable laws and regulations, must be sent to the Purchaser's accounting department. Buyer will reject invoices that do not comply with the above provisions. Payment shall be made in accordance with the terms of the order, including early delivery without Buyer's prior consent.

## **VII - Transfer of ownership and risks**

The transfer of ownership shall take place in favor of the Purchaser despite any retention of title clause inserted in the Supplier's documents:

- upon delivery to the Buyer's site with respect to the products,
- or upon signature of the acceptance report if acceptance is provided for in the contractual documents.

The transfer of risk shall take place, in the absence of special conditions to the contrary, according to INCOTERM 2020 mentioned in the purchase order.

If no INCOTERM is mentioned in the purchase order, the transfer of risk shall be in accordance with INCOTERM DDP.

## **VIII - Quality - Health - Safety - Environment**

In the performance of the order, the Supplier guarantees to the Purchaser that the Supply complies with the specifications, regulations, standards, and more generally with the good practices and rules of the art in the areas of quality, hygiene, safety, and the environment, applicable in the country in which the Supply is delivered to the Purchaser and in any other country for which the Supplier has been informed that the Supply would be used.

In all cases where the order involves services to be performed on the Purchaser's premises or those of its customers, the Supplier shall take, in a timely manner, all measures to comply with the internal, legal and regulatory provisions regarding health, safety and environmental protection.

On the delivery site, the Supplier shall respect and undertake to ensure that the carriers and any other service providers respect the instructions for access to the site, safety, traffic, confidentiality, hygiene and, more generally, the provisions of the internal regulations of the delivery site.

The Supplier agrees to accept, with fifteen (15) days' written notice, any quality audit that the Purchaser or the authorities deem necessary to be carried out on the premises of the service provider or those of its subcontractor, if any.

## **IX - Subcontracting**

In the event of subcontracting part or all of an order, the Supplier and its subcontractor shall be jointly and severally liable for compliance with the obligations set forth in the order, of which these provisions are an integral part.

## **X - Industrial and intellectual property rights**

When plans, drawings, models and/or tools are provided by the Purchaser to the Supplier for the performance of the order, the Purchaser grants the Supplier, free of charge and only for the purposes of performing the order, a right to use these materials. The Supplier shall not use them for any other purpose or reproduce them. They must be returned to the Purchaser on first request.

This right of use may be extended to the Supplier's subcontractors carrying out all or part of the order, subject to written authorization by the Purchaser.

The Supplier guarantees that it is the owner of the intellectual property rights on the Supplies.

The Supplier shall indemnify the Purchaser against its own actions and against all consequences of intellectual property claims by third parties (including members of its staff, persons under its authority, its authorized subcontractors, etc.) that the Purchaser may suffer as a result of the use or exploitation of the Supplies.

The Supplier undertakes to provide technical assistance to the Purchaser in connection with such actions and to reimburse the Purchaser for all costs, including fees, indemnities, disbursements and expenses, that they may have caused the Purchaser, as well as any pecuniary condemnation that may result.

In addition, at the Purchaser's option, the Supplier shall, at its expense, either obtain the right to continue to use the Supply, or replace or modify it so that it ceases to infringe the rights of the third party referred to above, while maintaining its essential properties, or refund the Supply, all without prejudice to the Purchaser's right to obtain compensation.

The obligations set forth in this Article shall remain in effect five (5) years after the expiration or termination of the order for any reason whatsoever.

## **XI - Warranty**

In addition to any legal warranty, the Supplier warrants its Supplies for a period of twelve (12) months from delivery, against any non-conformity with the order, unsuitability for use for whatever reason and/or violation of the rules of the art, applicable laws and regulations.

In addition, it undertakes to inform the Buyer at least one year in advance of the cessation of supplies of the spare parts concerned by the order.

In the event the above warranty is invoked, the Purchaser may :

- either request the Supplier to repair or replace the Supply within fifteen (15) days,
- or terminate the order in accordance with the terms and conditions set forth in the "Termination" article.

In case of emergency or incompetence of the Supplier, the Purchaser may carry out the repair or replacement itself or have it carried out at the Supplier's expense.

The implementation of this guarantee shall not affect the right of the Purchaser to obtain compensation for any damage resulting from such non-conformity or unfit for use.

The scrapped Supply shall be made available to the Supplier for a maximum period of one month from the notification of the scrapping. After this period, the Purchaser may have it destroyed or returned to the Supplier, at the Supplier's expense.

In addition, the Supplier guarantees to the Purchaser that the Supplies covered by the order are not subject to a security system that could deprive the Purchaser of their full disposal.

Finally, the Supplier has a duty to advise on the suitability of the product ordered for the use intended by the Purchaser.

## **XII - Force Majeure – Unforeseen ability**

The Parties shall not be deemed to have failed in their obligations when they are prevented from performing them in whole or in part as a result of an event of force majeure. Cases of force majeure are those recognized as such by French jurisprudence.

The obligations of either Party affected by an event of force majeure shall initially be suspended. The affected Party shall notify the other of the case of force majeure with which it is confronted within forty-eight (48) hours of its knowledge of the event. This notification shall include information on the probable duration of the non-performance. The Party concerned shall be obliged to make every effort to minimize the effects arising from this situation.

Cases of force majeure may constitute grounds for termination of the order in accordance with the provisions of the article "Termination". In this case, the loss resulting from the non-performance of the obligations may not be subject to damages or the penalties referred to in the article "Deadlines".

In the event of the occurrence of unforeseeable economic events that would not be recognized as force majeure by French jurisprudence, which may consist in particular of :

- a significant increase in the cost of raw materials used in the composition of the Supplies, the price of energy or any other cause leading to a significant increase in manufacturing costs, or extraction, excluding the increase in the price of fuel,
- a change affecting the monetary system, likely to seriously affect the balance of the order,
- the introduction of a new duty or tax or the significant variation of existing duties and taxes due by virtue of the trade in Supplies.

The Party that considers itself prejudiced by the unforeseeable event shall have the right to request the other Party to renegotiate the terms of the order.

Upon receipt of the request for adjustment, sent by registered mail with acknowledgement of receipt, and when the event can effectively be qualified as described above, the Parties shall enter into discussions in good faith to renegotiate the order, so as to return to a position of equilibrium comparable to that which existed at the time of its conclusion. If the Parties fail to reach an agreement within fifteen (15) days of receipt of the request for adjustment, either Party shall have the option of terminating the contract, without compensation, subject to thirty (30) days' notice, to be given by registered letter.

## **XIII - Termination**

Each Party may terminate the order by right by sending the other Party a registered letter with acknowledgement of receipt in the following cases :

- in case of non-performance by the other Party of any of its contractual obligations thirty (30) days after formal notice by registered letter with acknowledgment of receipt remained without effect ;
- if safeguard procedure is initiated, recovery or judicial liquidation of the other Party, subject to the applicable provisions of public order ;
- in the event of non-performance by the other Party of its obligations following the occurrence of an event of force majeure whose duration would

exceed one month from its notification to the other Party, or resulting in a delay justifying the cancellation of the order, or permanently preventing the execution of the order ;

- by giving thirty (30) days notice, at the end of the period allowed, if no agreement has been reached between the Parties to renegotiate the terms of the order, following the occurrence of an event referred in the article " Force Majeure - Unforeseen ability ".

In addition, Buyer may terminate the order by right, by sending the Supplier a registered letter with acknowledgement of receipt, in the following cases:

- With immediate effect and without prior notice if the Supplier fails to comply with any of its obligations set forth in the "Ethics" article of these GPC;
- With immediate effect and without prior notice in the event of fraud concerning the nature or quality of the Supply or undue use of the industrial and/or intellectual property of others ;
- After formal notice by registered letter with acknowledgement of receipt that has remained without effect for fifteen (15) days when delivery is not made within the time limits as defined in the "Time Limits" article, and more generally in the event of failure by the Supplier to fulfill any of its contractual obligations, which cannot be remedied ;
- Subject to thirty (30) days notice, if the Supplier's capital is taken over by a company competing with the Purchaser ;
- Subject to thirty (30) days notice, in the event of a material change in the Supplier's physical organization that may adversely affect the proper performance of the order.

#### **XIV - Damage and Insurance**

The Supplier undertakes to take out with companies known to be solvent and to maintain in force the necessary insurance in an amount corresponding to the risks and responsibilities incumbent upon it, both under common law and under its contractual commitments. The Supplier shall in particular have general and professional liability insurance covering, for the duration of the order :

- Its professional activity in general,
- Its activity on the Purchaser's site or any other intervention site,
- Damage of any kind caused to third parties,
- Damage caused to goods entrusted to it by the Purchaser when it has them,
- Damage likely to affect the Supplies during the period in which the Supplier bears the risk.

The Supplier shall prove, at the first request of the Purchaser, the validity of the insurance policies it has taken out by producing certificates issued by its insurers.

The indication of the amounts guaranteed in the insurance policy shall in no way constitute a waiver by the Customer against the Supplier beyond said amounts, nor any limitation of liability.

The Supplier undertakes to obtain from the insurance companies covering these risks that they waive all recourse as subrogated in the rights of the Supplier against the Purchaser, its representatives or its employees.

The Supplier shall refrain from taking any action against the Purchaser, its representatives or its employees for any damage to the Supplier's property or property entrusted to the Supplier during the execution of the order or resulting therefrom, in particular in the event of theft, and shall fully indemnify the Purchaser, its representatives and its employees for any action brought against them by a third party on the same occasions.

#### **XV - Ethics**

The Buyer wrote an Ethics Charter and requires that all its employees and all its partners, including Suppliers, to respect it.

This charter can be consulted on the Buyer's website: <https://www.gantois.com/upload/ethical-charter.pdf>

The areas of commitment are as follows :

- Act in compliance with laws, regulations and contracts
- Act in a loyal and honest manner
- Act with integrity
- Act with respect for people - Respect the principles of non-discrimination and inclusion
- Act to the satisfaction of all our stakeholders, including customers
- Act collectively
- Act with respect for confidentiality
- Act with respect for the environment.

#### **XVI - Personal data**

When the execution of the order involves the processing of personal data within the meaning of European Regulation No. 2016/679 of April 27, 2016, known as the "GDPR", relating to the protection of individuals with regard to the processing of personal data, the Parties shall enter into a subcontracting agreement or a co-responsibility agreement, as appropriate.

The Purchaser, as the data controller, shall implement computerized processing of any personal data that may be transmitted by the Supplier in connection with the execution of the order, to ensure the accounting and logistical follow-up.

This data is kept for a period of three (3) years from the end of the commercial relationship and is intended solely for the Purchaser.

The individual concerned has the right to access and, if necessary, to rectify or delete his personal data, to limit the processing or to object to it, free of charge, by making a request using the contact form on the Gantois Industries website: <https://www.gantois.com/en/Contact.php> (please select "Personal data" as the subject of the e-mail).

The Supplier may also file a complaint with the competent supervisory body in his country of residence (in France: the CNIL).

#### **XVII - Confidentiality**

The existence and content of the order, as well as any commercial or technical information relating to the Parties of which the latter will have knowledge within the framework of their commercial relationship, must be treated as confidential and may not be disclosed to third parties without the prior written agreement of the other Party.

This obligation of confidentiality shall continue for three (3) years after the date of delivery.

#### **XVIII - Assignment - Transfer - Invalidation of a clause**

The Parties are not authorized to assign or transfer their rights and obligations under the order without the prior written consent of the other Party.

The invalidity of a clause contained in these GPC shall not entail the invalidity of the GPC as a whole, and the Parties shall endeavor to replace it with a valid clause of equivalent economic effect.

#### **XIX - Dispute**

This contract is subject to French law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute to which this contract could give rise, in particular concerning its validity, interpretation, execution or termination, whether contractual or extra-contractual, shall be submitted to the sole jurisdiction of the Commercial Court of EPINAL (FRANCE), even in the event of multiple defendants or third-party claims.