

General Purchasing Terms and Conditions
INTERROLL SAS
(Applicable version from 1 October 2020)



1. General, scope of validity

- 1.1 Our conditions of purchase are applicable to all purchase of goods and services, including sub-contracted work, ordered by INTERROLL SAS. In the event of purchase by other companies of Interroll group, the conditions of purchase of the purchasing companies will apply.
- 1.2 Our conditions of purchase are valid exclusively for physical or legal persons or entities acting in the framework of their professional activity.
- 1.3 Our conditions are applicable to all of our suppliers, subject to specific agreements or provisions of the terms and conditions of the suppliers expressly accepted by our company.
- 1.4 By accepting our first order, the supplier accepts the current version of the General Purchasing Terms and Conditions and expressly acknowledges and agrees that any new version shall substitute for the present version without a supplementary agreement being necessary. The current version of our General Purchasing Terms is accessible on the Interroll website under the following link: <https://www.interroll.com/legal-notice-and-terms>

2. Orders

- 2.1 Only written orders stated on letterhead order form of our company are considered binding for our company.
- 2.2 The supplier must confirm our order in writing within two (2) working days following the date of order placement. If the order is not disputed within that time period, the order is considered accepted by the supplier. We are legally entitled to cancel our orders within a period of 5 working days following the date of order placement, particularly if the supplier fails to expressly confirm our order, without modifications, within that time period.
- 2.3 We are entitled, even after firm conclusion of the order, to request modifications to ordered products or services, when using equitable discretion and when the modifications requested of the supplier is not considered unreasonable for the supplier.
- 2.4 The supplier may only sub-contract our order to subcontractors previously disclosed to our company and if the subcontractors undertakes to respect our code of conduct and signs a confidentiality agreement as restrictive as that requested of the supplier by our company.

3. Delivery, penalty, delay, Incoterms

- 3.1 Unless agreed otherwise in writing, the deliverables will be delivered in compliance with INCOTERM (2020 version) DDP (Delivered Duty Paid). This also includes packaging. The agreed deadlines, for products and services, are contractually binding for a delivery or supply on the agreed site.
- 3.2 The supplier must take all measures to ensure that the products will be delivered and the services rendered in accordance with our order and within the agreed time limits. In case of difficulty, even if he is not responsible, the supplier must inform us immediately and take all measures to limit the consequences thereof.
- 3.3 In the case of delivery of products before the agreed delivery date, we reserve the right to return the products to the supplier at its expense. When the products delivered too early are not returned to the supplier, they are stored on our site until the effective delivery date, in the name and for the account, as

well as at the expense and risk of the supplier. The delivery date remains in that case the agreed one.

- 3.4 The supplier shall compensate us for all losses and damages (particularly penalties that may be claimed by our customers), resulting from non-compliance of its delivery obligation within the agreed period. With regard to prejudice caused by loss of business, the supplier shall compensate only if the delivery date has been exceeded by more than ten (10) days and/or if the supplier has failed to comply with an obligation pursuant to clause 3.2.
- 3.5 Should the supplier fail to carry out our order in the agreed period of time, we are entitled, until the backlog has been remedied, to procure deliverables from third parties and to reduce or cancel our orders without compensation for the supplier. The supplier must compensate us for any additional costs incurred for supply by third parties. The supplier may also be instructed to obtain the missing deliverables from a third-party and to deliver them to our company under the same price conditions as agreed in our orders.
- 3.6 The acceptance of a late delivery or performance of a service does not imply waiver on our part of compensation or demand for penalties from the supplier.

4. Shipping regulations, Delivery time

- 4.1 Packaging of deliverables shipped must be appropriate and environmentally-friendly and must comply with our specifications and code of conduct (see address in clause 10.3) as well as any applicable legal requirements.
- 4.2 Each delivery must be accompanied by a bill of lading and/or waybill, depending on the case. The bill of lading and all shipping documents must indicate the date of shipment, our reference, article and possible drawing number for the deliverables shipped, as well as the shipping volume; should the supplier fail to comply with this requirement, then we will not be held responsible for delays in processing. Any costs caused by non-compliance to the aforementioned requirements will be reimbursed by the supplier.
- 4.3 The delivery deadline, or delivery date indicated by us in our order is contractually binding for the supplier.
- 4.4 The applicable tariff, transport and packaging regulations of the postal service, as well as regulation generally applicable to transportation by any means, must be respected. Particular attention must be paid to possibly applicable customs and hazardous substances regulations. If no specific transportation requirements have been indicated by us, then the most efficient means of transport should be selected, taking the scheduled delivery date into account.
- 4.5 Should transportation sub-contractors be involved, then these sub-contractors must indicate the supplier as their principal in all written exchanges and shipping documents, as well as indications listed in clause 4.2.

5. Product identification, information on products

Deliverables delivered must be marked and identified in accordance with possibly applicable legal requirements. The supplier will transmit, at an appropriate time before shipping of the deliverables, all product information necessary in its latest version, in particular documents relative to composition and shelf life, and, if any, safety data sheets, processing instructions, marking and identification regulations, assembly instructions, work protection measures and specifications, etc.

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6. Price, payment

- 6.1 Contractual prices are, when not agreed otherwise in writing, fixed, franco (free to the door) to the agreed place of delivery. They include all packaging and transport costs, as well as customs duties and formalities, etc.
- 6.2 The value-added tax applicable at the time of invoicing must be indicated separately in the invoice. Price increases require our written approval. The order date must be indicated in the invoice. The invoice is to be sent separately at the date of shipping, to the invoicing address indicated on the order form.
- 6.3 Unless otherwise agreed, payments of our orders shall be made within 60 days, or 14 days less 3% discount, from the date of the invoice, or from delivery or performance of the service if permitted by law or regulations.
- 6.4 In accordance with the law, when the starting point of the payment deadline is the invoice date, it begins after the date of the corresponding invoice containing the legal required mentions, our number of order, as well as contractually applicable sales tax and VAT number of the supplier.
- 6.5 In the case of early reception of deliverables, the deliverables are retained or returned to the supplier under the conditions contained in clause 3.3. Delivery is only deemed to take place on the date initially agreed and invoicing can therefore only take place on that date. Payment of an invoice may not be considered as waiving rights to claim for possible defects and by no means represents acknowledgement of fulfilment of contractual obligations.
- 6.6 In the case of incomplete or faulty delivery of deliverables or services, we are entitled to withhold payment, either entirely or proportionally, until the contractual commitment is fulfilled correctly.
- 6.7 If there are several claims, the supplier shall not oppose our determination of the claim to be set off.

7. Force majeure

- 7.1 Should one of the parties be prevented from executing all or part of its contractual obligations for reasons of force majeure for a period in excess of two (2) weeks, then this obligation shall not be applicable for the period during which the aforementioned obstructions exist. Beyond its legal and jurisprudential definition, force majeure includes wars, civil unrest, strikes, lockouts, official interventions, lack of electricity and raw materials, consequences of a health emergency. If it is impossible to meet its obligations due to a case of force majeure, each party will inform the other of this as soon as possible.
- 7.2 In the case where respect of the individual order is deemed impractical or unreasonable for the party concerned due to force majeure, then the other party is entitled to cancel the affected invoices.

8. Property rights

- 8.1 Should the supplier's general terms and conditions of trade include delivery under retention of title, the supplier authorizes us to process and sell on deliverables as part of our normal business activity.
- 8.2 A retention of title exceeding the payment price of products is not accepted by us.

9. Defect investigation, liability for defects

- 9.1 We are only obliged to check the deliverables supplied for

transport damage, identification/labelling and defects, as well as apparent and obvious defects. We have no obligation to carry out further investigations and give specific notice of defects. The supplier must compile an 8D report in case of defects and implement corrective measures according to the 8D methodology.

- 9.2 We are entitled to the legally attributed claim for defects; in all cases we are entitled to request from the supplier, in case of a defect, either remedying of the defect or supply of new deliverables or services under the terms of the signed purchase or work contract. We explicitly reserve the right to claim damages in addition to/or instead of repair or replacement.
- 9.3 Should we incur costs due to a breach of contractual obligations by the supplier by supplying defective or improper deliverables, in particular, transport, shipping, labour and/or material costs, as well as costs in relation to incoming goods inspections above and beyond the normal scope of inspections, then these costs will be fully reimbursed to us by the supplier
- 9.4 In the case whereby the defective deliverables are returned to the supplier, then the supplier will bear all risks and responsibility for the return of deliverables.
- 9.5 The statutory limitation period for liability suits or statutory warranties are applicable. No restriction can be applied to us.
- 9.6 Without prejudice to statutory exceptions, the limitation periods will be suspended during the period between the discovery of the defect and its full repair.
- 9.7 The supplier must, on the January 1st of each year, provide us with a long-term supplier's declaration for the deliverables supplied indicating the country of origin, part codes, customs number and weight.
- 9.8 If material defects arise in the deliverables during the warranty period, the supplier may first repeat performance within a reasonable period of time, insofar it will be acceptable for our company and at conditions accepted by us.
- 9.9 The above provisions does not affect our rights for damages or compensation for expenses linked to failure of the supplier. All costs incurred for repeat performance, replacement or repair (labour/materials/transport/call-back required, etc.) shall be borne by the supplier.
- 9.10 We shall be entitled - without relieving the supplier from its obligations - to remedy a defect ourselves at the supplier's expense if danger is imminent or the case is particularly urgent or if the defects are of a minor nature and the cost of remedying them does not exceed 5% of the net delivery price for the defective deliverables, or if a disproportionately high damage in relation to the delivery price is imminent. In the case of defects in intellectual property or other title of the supplier, the supplier shall indemnify us against any third-party claims.
- 9.11 If we are obliged to take back finished and/or sold deliverables due to a defect caused by the deliverables provided by the supplier, or offer a price reduction, or paid for any other claims which may be brought against us for this reason, the supplier will have to compensate us without being able to oppose us any limitation period other than that one beginning from the origin of our damage.
- 9.12 All legal prescriptions, not particularly organised herein, remain applicable under law provisions.

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10. Compliance with standards and consequences in case of failure

10.1 The supplier guarantees that all deliverables/services comply with state-of-the-art, relevant legal and regulatory provisions, as well as the regulations and guidelines issued by public authorities, liability insurance and professional associations, for the French market and for the countries where the supplier is informed that the deliverables are intended to be resold or delivered.

The supplier is responsible for the environmental compatibility of the delivered products and packaging materials. Insofar as it is necessary to diverge from these regulations in particular cases, the supplier will have to obtain our prior written consent thereto. Other obligations under purchase contracts or contracts for work, including warranties for the nature of the deliverables or work, shall remain unaffected by such consent.

10.2 The supplier undertakes for all substances, preparations and products supplied to us to comply with Regulation (EC) No. 1907/2006 of 18 December 2006 (REACH Regulation) and Directive 2011/65/EU ("RoHS").

10.3 The supplier undertakes to comply with the Interroll Code of Conduct, which may be consulted under the link provided hereafter, or which may be sent to the supplier by us upon request, as well as our specifications applying on products and services ordered: <https://www.interroll.com/investor-relations/corporate-governance>.

10.4 The scope of delivery will comprise, at no extra cost, the product specifications and/or technical documentation, conformity certificates, as well as documents required for use of the deliverables provided and operating instructions and certificates both in English as well as in the language of our end customer in accordance with our order, and legal requirements for identification and marking of parts, products and/or packaging.

10.5 If the deliverables or the work to be performed or the service rendered do not comply with a given warranty or warranted property, the supplier shall be liable for all resulting damage, including consequential damage.

10.6 In the event of a defect or breach of the contract concluded with our company, we are authorized to charge a provisional minimum flat-sum corresponding to 10% of the amount of the order, without prejudice to our right to claim compensation for our additional damages exceeding this amount.

11 Export and foreign trade

11.1 The supplier is aware of the fact that the export of certain goods or deliverables by us e.g. due to the type of deliverables or their intended use or final destination, may require the obtaining of specific authorizations. The supplier must therefore comply with all national and international, customs and foreign trade laws and requirements for all deliverables shipped abroad or services carried out abroad. The supplier must also obtain all authorizations and certificates necessary for export.

11.2 The supplier must inform us in writing, at the earliest possible date before planned shipping of deliverables or execution of services, of all information and data required in accordance with the applicable foreign trade law relative to import/export. The supplier must also provide us with the following information for each individual item/service, where applicable:

(a) the "Export Control Classifications Number" (ECCN) in

compliance with "U.S. Commerce Control List" (CCL),

(b) all applicable export list numbers,

(c) the statistical part number based on the current part categorization of the foreign trade statistics and HS ("Harmonized System") Code,

(d) the country of origin (non-preferential origin) and transfer of all certificates of origin,

(e) whether or not the deliverables are in principle suitable for application in arms, nuclear or weapons related industrial branches,

(f) when requested by us, the export control and foreign trade data, i.e. the supplier's declaration of preferential origin (for European suppliers) or the certificate of preference (for non-European suppliers).

11.3 In case of a change of origin of the deliverables, or a change in the deliverables or service properties, or a change in the applicable foreign trade law, the supplier must inform us in writing at the earliest possible time before the planned delivery date of the updated export control and foreign trade data.

The supplier will bear all justified costs for expenditures and damages (including internal processing and administration costs, costs deemed appropriate and necessary, legal defence costs and administrative fines or sanctions) caused by an error or failing in the export control and foreign trade data or violation of the obligations stipulated in numbers 11.1 to 11.3 above.

12 Joint or several liability, recall of products, insurance

12.1 Insofar as the supplier is jointly or severally responsible, as well as ourselves, to a third-party for any reason when the original factor is attributable to the supplier, the supplier must indemnify us, at first request, against all claims for damages, legal reasonable defence costs, call-back costs, costs for testing and inspection, costs for replacement and our reasonable administrative costs and other expenses incurred for processing the damage.

12.2 The supplier must refund us for any direct or indirect expenses resulting from, or in connection with, a call-back campaign by us. This shall apply in particular to call-back campaigns initiated by our company, notably within the scope of the law on product safety. Where possible and reasonable, we shall inform the supplier of the content and scope of the call-back measures to be undertaken and shall give the supplier the opportunity to comment. Other statutory rights shall remain unaffected.

12.3 The supplier must maintain product liability, product call-back and operating liability insurance with a minimum cover of EUR 5 million per occurrence of damage and independent of previous damage claims during the insured period, with an insurance company with a first-class rating. In particular, these insurance policies must also cover dismantling and installation costs, as well as inspection and sorting operations to the aforementioned sum. The supplier must maintain this insurance coverage during the entire relation period with our company, and provide proof of this coverage by transmitting copies of the insurance policy to us. No or insufficient insurance coverage may be considered by us as sufficient grounds to terminate the agreements and orders in progress without notice and without compensation for the supplier.

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13 Third-party intellectual property rights

- 13.1 The supplier shall be responsible for ensuring that third-party rights are not violated in connection with the execution of our orders.
- 13.2 If an action is brought against us by a third-party for violation of intellectual property rights or other rights associated with the goods or services sold by the supplier, the supplier shall have to guarantee that our liability be held free of claim and indemnify us against such claims, at first written request.
- 13.3 The supplier's duty to indemnify shall apply to all expenses which we necessarily incur through or in connection with the claims asserted by a third-party, especially the costs of legal defence and administrative costs, as well as all costs incurred in obtaining the necessary replacement of deliverables or work concerned.
- 13.4 If the sale of deliverables or work to us and/or their use by us is prohibited or suspended, the supplier shall, at our discretion, either obtain the right of use for us at its expense, or shall modify the deliverables or work performed at its expense, and in consultation with us, in such a way that the violated property right is no longer applicable.
- 13.5 The limitation period for claims pursuant to clauses 13.1 to 13.4 above is 10 years as of conclusion of the order, without prejudice to the application of the statutory limitation period, if longer.

14 Confidentiality, protection of our know-how and intellectual property right

- 14.1 All business or technical information and data of any kind which we have made available, including characteristics contained in items, documents or data provided and other know-how or experience - hereinafter collectively referred to as "information" - shall be treated confidentially by the supplier in relations with third-parties and may only be made available to those persons in the supplier's own company or partners who must be able to use such information for the purpose of effecting delivery to us and who have likewise given a written undertaking to maintain confidentiality. We retain the exclusive property rights for all information.
- 14.2 Without our prior written consent, such information may not be duplicated or used for commercial purposes other than for carried out orders. Our prior written consent is also required should the supplier wish to use our name, or any other distinctive signs, including our trade marks, notably for promotional purposes.
- 14.3 The provisions of clause 14.1 shall survive after termination of the relationship between our company and the supplier, for a period of 10 years after the transmission of the information by us to the supplier, until the information or characteristic concerned lawfully enters the public domain, without any violation of the present article 14.
- 14.4 At our request, all information or data obtained from us (including copies or records) and items provided to the supplier shall be returned to us immediately or, with our authorisation, destroyed. In the event of destruction, the supplier shall certify that to us.
- 14.5 We reserve all rights to such information and data (including copyright and the right to use industrial property rights, such as patents, industrial designs, protection of proprietary rights, etc.). If these were made available to us by third-parties, this reservation of rights shall also apply in favour of such third-

parties.

- 14.6 Items produced according such information shall not be used by the supplier itself, nor offered or made available to third-parties, unless the information which we have specified has lawfully entered the public domain with no violation of the present article 14, or is state-of-the-art.
- 14.7 Drawings, drafts etc., which the supplier has prepared on the basis of our specific information, shall become our unrestricted property without additional remuneration. Declarations to the contrary by the supplier, e.g. on documents handed over to us, do not bind us.

15 Safety regulations

- 15.1 The supplier shall comply with applicable safety regulations and the parameters or limit values corresponding to the state-of-the-art or as agreed beyond the state-of-the-art.
- 15.2 The supplier undertakes to exclusively use materials in compliance with applicable statutory safety requirements and regulations. This shall also apply with regard to regulations designed to protect the environment. The obligation includes all regulations that are valid in France, the country of manufacture and - if these are different - the country of delivery and the country in which the items are to be resold as notified to the supplier at the time of our order.
- 15.3 If the supplier's products do not meet the requirements imposed in clause 15.1 above, we shall be entitled to rescind the contract and/or cancel all open orders. Further claims for damages shall remain unaffected.
- 15.4 Planned modifications in the deliverables or work must be notified to us in writing. They shall require our prior written consent.

16 Quality management system, auditing

- 16.1 The supplier must provide proof that a quality management system (e.g. as in ISO 9001) and environmental management system (e.g. as in ISO 14001) are in place and have been adhered to, in the execution of our orders.
- 16.2 We are entitled to perform our own audit of the supplier or to have an audit performed by an expert of our choice. Such an audit shall comprise inspection of the supplier's company the one of its sub-contractors, of the quality assurance system. The resulting findings shall be used by us as the basis for placing subsequent orders and for an internal rating of the audited company.

17 Liability, exclusion and limitation of liability

- 17.1 We are liable, in accordance with law, for our own intentional or grossly negligent breach of duty. We are also liable, in accordance with law, for material breach of contractual obligations, for any fault as well as in the event of injury to life, limb and health and any other cases of mandatory statutory liability
- 17.2 In cases other than those indicated in clause 17.1, we shall also be liable in accordance with law for culpable breach of duty without regard for the legal nature of the claims made against us, but not in the case of minor negligence.**
- 17.3 In the event of our aforementioned liability pursuant to clause 17.2 and in the event of liability without fault, in particular in the event of defects of title and also in the event of a breach of a material contractual obligation, we shall only be liable for typical and foreseeable damage.**

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17.4 Our liability, of all basis and kind, is limited as stated in clauses 17.1 to 17.3. Our liability specifically excludes damages associated with the conditions in which contracts or orders are completed with the supplier.

17.5 Exclusion with respect to limitation of liability according to the aforementioned numbers 17.1 to 17.4 shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as our subcontractors.

17.6 Claims by the supplier for damages from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply if we are culpable of malice or gross negligence.

17.7 The burden of proof is not affected by this clause 17.

18 Spare parts

18.1 The supplier will retain a stock of spare parts for the items delivered to us for a period of at least 10 years after delivery, and it must inform us of the remaining availability time of spare parts.

18.2 Should the supplier decide to stop producing spare parts for the items delivered to us, then it must inform us at least one year in advance.

19 Legal venues, applicable law, final provisions

19.1 These Purchasing Terms and Conditions and all contracts and orders made with the supplier are subject to French law for orders made by our company. The purchase terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

19.2 The courts having jurisdiction over our company's principal place of business shall have exclusive jurisdiction and venue for any dispute arising relative to the interpretation, execution or cessation of these Purchasing Terms and Conditions and all contracts or orders made with the supplier, including emergency proceedings, by petition or in summary proceedings, guarantee call, incidental claim or multiple defendants. This choice of court agreement does not apply for claims under any other contractual or statutory antitrust damages. The parties consensually waive the right to a jury trial.

19.3 In the event that a claim is made against us by a third party for compensation for personal injury and/or damage to property, notably in the framework of "Defective Product Liability" or for any cause relative to products or services delivered by the supplier to us, as well as for infringement of intellectual property rights, we may, at our discretion, take the necessary procedural steps in the relevant jurisdiction to enforce any claims for indemnification or recourse against the seller. In such a case, the rights and obligations of the parties shall be governed exclusively by the law applicable at the place of jurisdiction.

19.4 The place of performance is generally the location of the goods specified by us in writing, otherwise the buyer's principal place of business. The place of performance for payments to us is our principal place of business.

20 Personal Data

20.1 We are the data controller for personal data of the supplier's

managers or employees who come in contact with us, in the name and on behalf of the supplier (hereinafter, the "Data Subjects"), particularly for the purposes of the conclusion and execution of orders, payment of invoices, managing sales canvassing, and managing rights and any disputes.

20.2 The Data Subjects have a right of access, objection, correction, limitation, withdrawal, and erasure of the data concerning them, the right to specify directives concerning the fate of their personal data after their death, and the right not to be the subject of automated decision-making, the right to portability of their data, and the option to submit a claim before the French Data Protection Authority (CNIL). The supplier undertakes to communicate to the Data Subjects, before their data is collected, the information contained in the present clause and in our company's confidentiality policy available to them and which may be emailed to them at any time upon request. The supplier undertakes to indemnify us for any conviction we may suffer due to a breach by the supplier of its obligations.