



**GENERAL TERMS & CONDITIONS OF
PURCHASE**

**Last update: 20/03/2023
English**

Summary

I.	GENERAL INFORMATION.....	2
II.	DEFINITIONS	2
III.	ORDERS	2
IV.	DELIVERY	3
V.	HEALTH, HYGIENE, SAFETY AND ENVIRONMENT.....	3
VI.	SUBCONTRACTORS.....	3
VII.	PRICING AND INVOICING	3
VIII.	GUARANTEE OF QUALITY.....	4
IX.	INDEMNITY AND INSURANCE COVERAGE	4
X.	CONFIDENTIALITY	5
XI.	BREACH	Erreur ! Signet non défini.
XII.	FORCE MAJEURE.....	5
XIII.	CORPORATE SOCIAL RESPONSIBILITY POLICY	5
XIV.	PERSONAL DATA	6
XV.	CODE OF ETHICS AND ANTI-CORRUPTION.....	6
XVI.	APPLICABLE LAW AND JURISDICTION	6



English version

I. GENERAL INFORMATION

- 1.1 The Terms apply to all Order of raw materials, packaging, trade products and transportation services made by the Kersia Group to the Supplier.

II. DEFINITIONS

"Conformity" or "in Conformity": the conformity of the Supply is determined regarding:

- ▶ the specifications provided and/or approved by the Buyer and/or any expected results set out in the Order.
- ▶ the other provisions of the Order.
- ▶ the prevailing industry standards.

"Buyer": the Kersia Group entity that places an Order with the Supplier. **"Contract" or "Order"**: the paper or electronic form (as part of electronic transactions) by which the Buyer orders the Goods from the Supplier which shall include the following as a minimum:

The number and the date of the order, the expeditor (name, email address, phone number), the Buyer contact details, the invoicing address from the Buyer but also from the Supplier, the delivery address, the Incoterm and the negotiated payment conditions. The full description of the supplied Goods shall also appear: the Kersia article reference and SAP reference if applicable, the manufacturer commercial name of the Goods, origin of the product (manufacturer name), the corresponding packaging, the quantity ordered, the unit of the purchase, the unit price of the Goods, the total amount of the order and finally those Terms;

"Goods": term used to describe the product that is subject of a Contract: transportation service, raw material, packaging, trade product, subcontracting operation. It can be purchased from different distributors who source from one or more manufacturers.

"Kersia Group": any entity of KERSIA listed at <http://subsidiaries.kersia-group.com/>.

"Subcontractor": the natural person or legal entity appointed by the Supplier to provide all or a portion of the Goods.

"Supplier": the natural person or legal entity selected by the Buyer to perform the Order.

"Terms": the General Terms and Conditions of purchase governing the relationship between the Buyer and the Supplier.

III. ORDERS

- 3.1 The placing of an order implies acceptance of all these Terms and of the prices and terms of payment to the exclusion of any general terms and condition of sales of the Supplier or any other equivalent document, at whatever time such document may have been transmitted to us, as long as the parties haven't agreed on derogating terms by the means of a signed agreement and to the exclusion of any other terms that Buyer has not previously and expressly accepted in writing. Should the relationship fall within the scope of a mandatory regulation requiring the signing of a specific contract, these Terms constitute an appendix to this contract.
- 3.2 The Supplier shall confirm in writing the acceptance of an Order within a maximum of three (3) working days from the date of receipt by the Buyer. In the event of failure of written confirmation of the order by the Supplier within the time allowed, the Order will be considered as accepted by the Supplier following the terms and conditions specified in the Order and in these Terms.
- 3.3 The Supplier is not allowed to make any change to the Order unless the changes are made at the Buyer's written request or the Buyer accepts the changes in writing.
- 3.4 The Supplier shall provide the Buyer any information regarding planned production interruptions, including holidays or planned stops in advance, allowing the Buyer to place an order with another supplier without having to endure any additional costs.
- 3.5 The Supplier shall inform the Buyer in advance of any intention to remove a Goods from the production or sale, allowing the Buyer to ensure the continuity of deliveries, including the time required to fully test and accept the necessary replacements for the Goods withdrawn. If the Supplier does not comply this requirement, the Buyer has the right to request compensation for the resulting damages, in particular to charge the Supplier any cost related to production downtime. The Buyer has also the right to request a compensation for damage caused by the lack or delay of the Buyer's obligations towards his customers, including loss of profits.

IV. DELIVERY

- 4.1 The delivery date is specified in the Order. The delivery date is final and binding for the Supplier. Earlier delivery or partial delivery requires the Buyer's prior written consent.
- 4.2 Unless in case of force majeure, any delay related to the full execution of an Order with regard to the schedule likely to be agreed by the parties will give rise to a penalty amounting to one (1) percent of the amount of the Order, tax excluded, per week of delay. This penalty shall be due from the first day of the first week of delay and so on, without notice. This penalty's purpose is to objectively sanction the non-compliance of a deadline which is considered as essential by the parties, but not to repair the consequences resulting from such a delay. Therefore, this penalty shall not be regarded as a discharge and applies without prejudice to the "Indemnity and insurance coverage" clause of these Terms. This penalty may be offset with the sums owed by the Buyer to the Supplier.
- 4.3 The Supplier shall promptly notify the Buyer of any delay which may occur with respect to the delivery and shall endeavor to take any corrective actions necessary with a view to minimizing the consequences of its failure. The Supplier, under each delivery, shall provide the Buyer with all the transportation, customs, health and analysis documents and declaration of conformity, in compliance with any applicable law, regulation, statute, code, rule, decree or ordinance in respect of the performance of the Supplier's obligations under the Purchase Order ("**Regulatory Requirement**"), as well as in compliance with any specific documents required by the Buyer from time to time.
- 4.4 Unless otherwise set forth under the Order, risk on the Goods shall pass from the Supplier to the Buyer in accordance with the delivery terms as per Incoterms 2020 indicated under the Order. Where no choice has been designated, the Incoterm shall be DDP – Delivered Duty Paid. Transfer of title of the Goods shall occur at the same time of transfer of risk.
- 4.5 The Supplier must attach to each delivery a set of documents, especially:
- ▶ The quality certificate or certificate of analyses
 - ▶ Document confirming the delivery (specification/Bill of lading/other delivery documents)
 - ▶ identification number of the delivery note
 - ▶ Order number and item number of the Order
 - ▶ Reference of the Goods
 - ▶ Description of the Goods as specified in the Order (commercial name and item's code)
 - ▶ Quantity delivered

V. HEALTH, HYGIENE, SAFETY AND ENVIRONMENT

The Supplier undertakes, on its own behalf and on behalf of its personnel and its Subcontractors (if any), to comply and to ensure compliance with the statutes, standards, and best practices applicable with respect to health, safety, working conditions and the environment. When delivering the Goods to a site designated by the Buyer, the Supplier shall comply, and ensure that all its employees, representatives or Subcontractors comply, with the rules in force on the site designated by the Buyer with regard to health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations. If the Supplier, its employees, representatives, or Subcontractors do not comply with any of these obligations, the Buyer reserves the right to refuse the Supplier, its employees, or Subcontractors access to or continued presence on the site. All consequences arising out of or in relation to non-compliance with any of these obligations, and the denial of access to or of continued presence on the site, including any costs incurred by the Supplier because of such denial, shall solely be borne by the Supplier.

VI. SUBCONTRACTORS

Subcontracting is not allowed unless expressly agreed in writing by the Buyer. In all cases, the Supplier shall remain solely liable for the proper performance of the entire Contract. The Supplier shall indemnify and hold the Buyer harmless from and against all claims by the Supplier's Subcontractors or by the personnel of such Subcontractors.

VII. PRICING AND INVOICING

- 7.1 The net prices (excluding VAT) indicated in the Order are not subject to change, unless otherwise agreed in writing by the parties. The foregoing also applies to the pricing basis if the parties have not fixed the price at the time of conclusion of the contract.
- 7.2 Subject to compliance with the legal conditions and regulations in force or any applicable public policy measures, unless otherwise agreed by the parties, payments will be made within 45 days end of month up to 60 net days from the issuing of the original and correct invoice/bill. Payments will be made by bank transfer to the account indicated by the Supplier on the invoice. The day of debiting the Buyer's bank account is considered the day of payment.
- 7.3 The Supplier must issue an invoice in the currency indicated in the order. The change of currency may take place upon Buyer's consent, who will determine the conversion conditions in this currency.
- 7.4 The preferred invoice form is the e-invoice sent to the address indicated by the Buyer.
- 7.5 If the delivery is not carried out in accordance with the conditions specified in the Order, the Buyer has the right to suspend the payment, to extend the date of payment until the complete and correct execution of the Order, or to deduct the amount due from the Supplier due to non-performance or incorrect performance of the object of the Order

and failure to remove defects. The Buyer shall have the right to make such a deduction before the due date of the payment, based on a unilateral declaration of intent. It does not exclude or limit the Buyer's right to apply contractual sanctions.

VIII. GUARANTEE OF QUALITY

- 8.1 The Supplier warrants that the delivered Goods are i) consistent with Kersia's approved specifications and to the approved sample and agreements contained in the Buyer's Contract, ii) free from any defects, iii) consistent with the applicable laws and regulations especially concerning health, security and environment.
- 8.2 Goods with a deadline of optimal use shall be delivered with a remaining lifetime of 70% of the products shelf life. Any delivery which is not respecting this clause will be refused.
- 8.3 The Supplier shall inform the Buyer in advance of any change of the product's origin or production site, change in the production technology or process of the Goods, as well as any other changes that could affect the quality and the intended uses.
- 8.4 The Supplier must provide the Buyer with the current quality specifications and the Material Safety Data Sheet (referred hereinafter as "MSDS") of the Goods in case of first delivery and warn the Buyer before any new delivery of changes in the specifications and MSDS.
- 8.5 As part of the execution of the Order, the Supplier guarantees the Buyer that the Goods are in total compliance with the regulations and standards applicable in the country in which the product or service, subject of the Order, is delivered to the Buyer and in any other country for which the Supplier has been informed that the Goods will be used. To this purpose, the Supplier shall provide upon delivery or at the Buyer's request the certificates relating to the Goods required by regulations.
- In addition, the Supplier undertakes:
- ▶ To implement, through its supply chain, all necessary measures insuring that delivered Goods do not come from a country in a conflict zone and at a high risk
 - ▶ To provide, when requested, data relating to above-mentioned supply chain
- From wherever the Goods are coming, the Supplier also guarantees the Buyer that the Goods will comply with legislative and regulatory provisions, quality requirements and applicable standards, particularly concerning health, hygiene, safety, product traceability and environmental protection of Buyer's localization.
- The Supplier is committed to communicate to the Buyer while delivery of the Goods the information at its disposal to allow the use of the Goods in complete safety.
- The Supplier undertakes to inform the Buyer of any modification of the laws and regulations and applicable standards affecting the conditions of delivery or performance of the Goods.
- 8.6 Regulations (EC) No 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (REACH) requires the Supplier to update the safety data sheet without delay in the following cases:
- ▶ As soon as a new information which may affect the risk management measures or new information on hazards becomes available
 - ▶ Once an authorization has been granted or refused
 - ▶ Once a restriction has been implemented
- 8.7 The Buyer performs its own analysis of the quality of the received goods, in terms of its compliance with the Order or the agreed quality specifications.
- 8.8 In case of Goods' defectiveness or non-conformity in respect to these Terms, specifications, regulatory requirements as well as any other provision of the Buyer Order, the Buyer will ask, upon written, for the replacing as soon as possible, (but in no event later than sixty (60) days from the date the Buyer notifies the defect) the non-conforming Goods with substitute Goods that conforms to the specifications and this Terms. The Buyer requires the Supplier to promptly and without delay remedy the ascertained non-conformity at Supplier's exclusive costs and expenses.
- Should the Supplier fail to remedy such ascertained non-conformity, then the Buyer shall be entitled to directly remedy such non-conformities, and debit to the Supplier all the relevant costs. In the above circumstances the Supplier shall: bear any costs for repair or replacement of the Goods in such a way to follow the Contract and/or regulatory requirements; and refund any further cost, charge or expense incurred by the Buyer in relation to the repair, modification or replacement of the Goods affected by the non-conformity. All the above, without prejudice to further rights of the Buyer granted by any applicable regulatory requirement.
- 8.9 The Supplier must respond to the complaint formulated by the Buyer within 3 business days of its receipt. The lack of response will be treated as if the complaint was admitted.
- 8.10 In the event of disagreement between the parties as to the legitimacy of the complaint, the dispute will be resolved by an independent laboratory. Provided the non-conformity is confirmed by the independent laboratory, the Supplier shall reimburse or credit the Buyer for all costs and expenses incurred by the Buyer with respect to such non-conforming Goods, which costs and expenses shall include, without limitation, all amount paid on account of such Goods, all testing analysis, transportation, insurance and holding charges incurred in connection with such Goods.

IX. INDEMNITY AND INSURANCE COVERAGE

- 9.1 The Supplier agrees to assume full liability and responsibility for its Goods, and therefore to hold the Buyer harmless from any claims or demands arising therefrom, resulting namely from any demand whatsoever involving the said

Goods or the use thereof or any direct and indirect damage caused to the Buyer, such as, but not limited to, loss of profit, loss of revenue, loss of contracts, costs of other tank immobilization due to the modification of the delivery planning, the total penalties invoiced to Buyer by Buyer's customers.

- 9.2 To such purposes, the Supplier shall maintain, in respect of every Order, all necessary insurance coverage, including product liability insurance against any risk of safety defects related to the Goods and providing the Buyer with evidence of the existence of such policies of insurance upon request from time to time.

X. CONFIDENTIALITY

- 10.1 Without prejudice to the special conditions agreed upon separately between the parties, the Supplier shall treat as confidential any non-public information, in particular the technical and commercial information, whether written or oral, that he receives from the Buyer concerning any Order to which he has access or which he obtains during the negotiation or execution of any Order. The Supplier will only use that confidential information for the purpose of Orders and will only give access to his employees who must have access to those ones in order to fulfil the objectives of any Order.
- 10.2 Upon Buyer's request, all the documentation containing confidential information disclosed by the Buyer to the Supplier shall be returned to the Buyer or destroyed.

XI. FORCE MAJEURE

No liability shall result from delay in performance or non-performance of the Contract caused by circumstances including but not limited to acts of God, strike, riot, war, invasion, act of foreign enemies, embargo, governmental action or natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, provided these events are beyond the control of the party affected and provided that such events cannot be prevented, avoided or overcome by the affected party despite the exercise of diligence of the affected party.

In case of occurrence of a force majeure event the obligations of the parties shall be suspended during all the duration of the event.

If the duration of the force majeure event exceeds fifteen (15) calendar days, the parties shall meet to modify the provisions of the concerned Order in proportion to the impediments. If no agreement is reached between the parties within eight (8) days after the meeting, either party may immediately terminate the concerned Order by written notice and without any penalty or indemnification whatsoever.

XII. CORPORATE SOCIAL RESPONSIBILITY POLICY & COMPLIANCE

- 12.1 One of the key strategic concerns of the Kersia Group entities is striving for balance between the economic profitability of the business and a widely understood of social interest and responsible management of the organization. Kersia Group is fully committed to respect and apply national and international standards, norms and regulations in assessing the ethical behaviors of the various stakeholders, including suppliers of any type of goods (Raw materials, trade products and packaging) and services. Kersia Group pays a special attention to any Corporate Social Responsibility (referred hereinafter as "CSR") areas such as respect of humans' rights, respect of workers' rights, environmental impact and sustainable procurement sources, risk management and enforcement.
- 12.2 Kersia Group is fully involved in problems of sustainable production and consumption, as well as social responsibility in all the group's operations. By implementing management systems, Code of Ethics and supplier charter, Kersia Group ensures the compliance with the CSR objectives it has set.
- 12.3 Ethical priorities in the Kersia Group concern the three CSR pillars which are: the economic aspect, the social one and the environment. The impact of Kersia group's activities on each of these pillars is included in the decision-making process related to the implementation of a long-term business strategy.
- 12.4 Kersia Group adheres to all laws, regulations and standards, including international rules that consider the concept of Corporate Social Responsibility. Kersia Group is committed to undertake actions improving good economic and social relations and expect the same from its suppliers.
- 12.5 To reach Kersia group's CSR objectives, the Supplier must implement a process of identification and a periodic assessment of risks, act to reduce them in order avoid disrupting the industrial process and committed contracts related to product quality and compliance with delivery deadlines.
- 12.6 Key points concerning ethical culture and values of Kersia Group have been included in the Supplier Charter which has been sent to every supplier. By signing those Terms, the Supplier declares respecting the principles set out in the aforementioned document. Respecting the values and principles set out therein is an extremely important aspect of mutual cooperation, which should be based on mutual respect, transparency and accepted ethical standards and values.
- 12.7 Kersia Group and the Supplier commit to respect some principles and standards of corporate social responsibility when operating their activities. Therefore, Kersia Group and the Supplier especially declare and warrant that they will implement and mobilize reasonable and effective means to:
- Identify any serious CSR risks, particularly within the value chain, resulting from the Order.
 - Implement warning and control systems adapted to the risks identified.

- Organize effective interaction of all interested stakeholders.
- Adapt the contractual relationship in the event of serious CSR impacts.
- Provide for multi-stakeholder dispute resolution mechanisms.

Kersia Group and the Supplier commit to (i) comply with all relevant law and guidance and shall use good practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the authority immediately if they become aware of any actual or suspected incidents of slavery or human trafficking in their supply chains.

XIII. PERSONAL DATA

The personal data collect by Kersia Group are processed in accordance with the general data protection regulation of 27th April 2016.

For more information on the processing of his personal data, the Supplier can read the personal data protection policy of Kersia Group: <http://privacypolicy.kersia-group.com>

Kersia Group reminds the Supplier that he has a right to confirm and access, modify and correct, transfer, anonymize, block, delete, refuse the usage of, and limit the processing of personal data for legitimate reasons, request the portability, request information on the public and private entities with which we shared the data and obtain information on the possibility of not giving consent and on the consequences of refusal, as well as the right to withdraw consent, when applicable. In order to exercise these rights, the Supplier can address its request to Kersia Group by using the following link: <http://gdpr.kersia-group.com>

If the Supplier has a complaint about the use of his personal data, to the Supplier shall contact the Buyer directly in the first instance.

However, Kersia Group inform the Supplier that he has the right to lodge a complaint with the relevant supervisory authority.

XIV. CODE OF ETHICS AND ANTI-CORRUPTION

14.1 The Buyer is committed to respect the principles and standards of integrity and responsibility when carrying out our activities and expect the Supplier to share these same values.

Therefore, the Supplier undertakes to fully comply with the Buyer's Code of Ethics available on Buyer's website (www.kersia-group.com) and with any law or regulation relating to anti-corruption, economic and financial sanctions and restrictive measures.

14.2 The Supplier declares that neither itself nor its partners or shareholders are listed on the US Specially Designated Nationals and Blocked Persons (SDN) list or the EU consolidated list of financial sanctions targets. If the Order engages business related, directly or indirectly to Iran, North Korea, Sudan, Syria, Venezuela and Crimea: the Supplier declares and warrants and ensure that no U.S. persons are involved in any transactions in relation with the Order and that these transactions do not involve US Dollars, US banks, US-origin goods or have any other nexus with the US. If the Order engages business related to Ukraine or Russia: The Supplier declares, warrants and ensure that the Goods shipped to Ukraine or Russia are not transshipped to Crimea.

14.3 The Supplier hereby notably declares and warrants that neither it nor any of its employees or agents has entered into any agreement or covenant, and has no binding ties, whether directly or indirectly in any way, with any political personality or civil servant of any government or administration, or with any member of any political party under which this person would receive a remuneration or benefit of any kind upon entering into an agreement for supplies between a public administration and any of its subsidiaries or a company belonging to its group.

The Supplier further declares and warrants that its shareholders, employees or agents are not or will not be employed in any capacity whatsoever, of any administration, or will not be applicants to any public position or any political party.

XV. APPLICABLE LAW AND JURISDICTION

15.1 In the event of dispute over the existence, validity, interpretation, execution, breach and/or termination of the Terms and Orders and, more generally, the relationship between the Supplier and the Buyer, parties shall meet to reach an amicable settlement within thirty (30) days from the receipt (possibly electronic) by one party of the dispute notification letter sent by the other party.

15.2 Should the Buyer and the Supplier fail to reach such an amicable settlement during or following that period of time, all disputes, of any nature whatsoever, related to the Orders, even in the case of warranty litigation or plurality of defendants, is expressly agreed to be subject to the laws of where the Buyer's registered office is located and the exclusive jurisdiction of the place of the Commercial Court in which our registered office is located.



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