

# **MICROSTEEL - GENERAL TERMS AND CONDITIONS OF PURCHASE**

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## **1. SCOPE AND ENFORCEABILITY**

These General Terms and Conditions of Purchase (hereinafter the "GTCP") apply to any order (hereinafter the "Order") placed by MICROSTEEL (RENNES Trade and Company Registry under No. 312 610 629), for the delivery of products and/or services associated with the Order (hereinafter the "Products"). Prior to or jointly with the Order, MICROSTEEL forwards the GTCP to the supplier, available on MICROSTEEL's website: [www.microsteel.com](http://www.microsteel.com).

By accepting the Order or starting to carry out the Order, the supplier fully and unreservedly accepts the GTCP, which prevail over any other clauses or conditions, in particular the supplier's general terms and conditions of sale. Any contradictory clause shall be declared non-binding for MICROSTEEL.

## **2. ORDER PLACEMENTS**

Any Order placed by MICROSTEEL must be confirmed by the supplier in writing with acknowledgment of receipt, within 10 working days from the date the Order was sent. The Order number must feature on the acknowledgment of receipt. Pending written confirmation of the Order, MICROSTEEL reserves the right to cancel (without any compensation) or change the Order, or to consider that the terms of the Order are deemed accepted by the supplier. Any changes to the terms of the Order made by the supplier in the acknowledgment of receipt or any other document shall not be binding upon MICROSTEEL, unless MICROSTEEL expressly agrees to said changes beforehand in writing.

## **3. DELIVERY**

### Lead Times

The lead times for each Order must be met, and are effective on the date of receipt of all the products by MICROSTEEL. In the event of late delivery incumbent on the supplier, Orders will be shipped at the supplier's expense by the speediest means of transport, carriage paid by supplier without any extra costs for MICROSTEEL. In addition, MICROSTEEL may claim late delivery penalties as specified in the Orders. Products are delivered to MICROSTEEL's head office or to any other site stated in the Order. Deliveries are made from 8:00 to 11:30 AM and from 1:00 to 4:00 PM, Mondays to Thursdays, and from 8:00 to 11:30 AM and from 1:00 to 2:30 PM on Fridays, unless otherwise specified in a timely manner to the supplier with prior notice.

### Compliance

The supplier undertakes to sell and deliver products in keeping with the Order specifications (in particular in terms of quality and quantity), with French and European laws and regulations in force, as well as with standard use requirements. MICROSTEEL may automatically reject any non-compliant Order deliveries. In such cases, it is the supplier's responsibility to make these products compliant at their own expense and at the earliest possible notice, without prejudice to any damages which MICROSTEEL may claim.

Should the supplier deliver a greater quantity than what was stated on the Order, MICROSTEEL reserves the right to either turn down the excess delivery or to keep it without any extra charge.

### Shipping and Acceptance Terms

Delivery will be according to the chosen Incoterm or the Order's specific terms, as the case may be. Unless otherwise specified in the Order, shipping, packaging, transportation, loading, unloading, potential customs clearance or insurance costs for the Products ordered by MICROSTEEL shall be borne by the supplier. The supplier bears any Order-related shipping risks. They will be responsible for any loss or damage occurring during shipping. The supplier will then be responsible for taking any suitable action directly with the carriers. Deliveries must come with their delivery slip listing all the Order's references. Product ownership is transferred on the delivery's acceptance by MICROSTEEL. No title retention clause may apply without MICROSTEEL's prior written consent.

## **4. PRICING AND BILLING**

Order prices are firm and final and include taxes, costs and rights. No price changes will be accepted between the Order placement and its delivery without MICROSTEEL's prior written consent.

The supplier and MICROSTEEL waive the right to claim unforeseeability under the terms of article 1195 of the French Civil Code. Payment terms are stated in the Order and shall comply with the legal provisions.

Unless otherwise specified, bills are due at 30 days end of month, on the 15th by wire transfer (unless legal provisions enforcing a shorter maximum payment term apply) from the date of receipt of the bill compliant with the legal and statutory provisions, featuring the order number and including a copy of the delivery slip.

In the event of late payment, and unless MICROSTEEL objects for legitimate and substantiated reasons, a penalty of three (3) times the legal interest rate may be accrued to all outstanding sums starting from the first day of late payment, until the full payment is settled, to the exclusion of any other penalty. In addition, a fixed compensation for recovery costs of forty (40) Euros will be applied.

## **5. WARRANTY AND LIABILITY**

The Products are covered against any non-conformity or defect (resulting from a construction, design, manufacturing, operating, labor or installation deficiency), for a period of twenty four (24) months from the Order's delivery/receipt, unless the Parties have agreed to a longer warranty period, and unless the Products have a shorter service life, in which case the warranty period runs until the expiry date of said Products. The supplier must immediately notify MICROSTEEL of any Product non-conformity or defect they may have identified or are aware of to minimize any damage that may result. The supplier shall repair or replace any defective Products at their own expense (in the event of a problem, MICROSTEEL reserves the right to call upon a third party to have the defective Products repaired or replaced at the supplier's expense).

This warranty covers parts, labor, transportation and any miscellaneous warranty implementation costs. It is valid even in the event that MICROSTEEL has accepted the Products in question without any reservations.

In any event, the supplier is liable for any harm incurred by MICROSTEEL, of whatever nature, whether related to the performance, non-performance or total or partial absence of performance of the Order, or to the Products associated with the Order. The supplier undertakes to repair the Products or to fully compensate MICROSTEEL.

## **6. LOANED OR ENTRUSTED TOOLS AND PROPERTY**

The goods or tools produced by the supplier on behalf of and at the expense of MICROSTEEL or clients thereof, as well as goods and tools made available to the supplier (hereinafter the "Goods and Tools"), are only to be used for the purposes of carrying out the Orders. The supplier shall expressly refrain from using the Goods and Tools for any other purposes. The supplier is responsible for keeping, storing and maintaining the Goods and Tools at their expense and at their own risk. The supplier undertakes to take out any necessary insurance policies and, upon request, to provide MICROSTEEL with evidence that it has taken out and paid the related premiums.

The Goods and Tools, as well as any drawings, designs and/or documentation for the Goods and Tools, remain the exclusive property of MICROSTEEL or its clients and must be made available to MICROSTEEL with notice of eight (8) business days.

Unless authorized by MICROSTEEL in writing, the supplier shall refrain from assigning, loaning, providing or transferring the Goods and Tools to any third parties. The supplier shall also refrain from assigning, loaning, providing to a third party the Products manufactured according to the specifications and data of the Goods or Tools or thanks to their use, whether against a fee or free of charge.

The supplier must immediately notify MICROSTEEL in the event of loss, destruction or damage to the Goods and Tools. Any repair work or modification to the Goods and Tools is subject to MICROSTEEL's express consent.

The Goods and Tools may only be destroyed with MICROSTEEL's prior written consent.

## **7. INTELLECTUAL PROPERTY**

The supplier declares and guarantees that they hold all the intellectual property rights for the Products associated with the Order, and that they do not breach a third party's intellectual property rights. The supplier holds MICROSTEEL harmless against any proceeding, complaint, claim or objection filed by a third party for the breach of intellectual property rights, and shall compensate MICROSTEEL for any damage or loss incurred on those grounds, including any legal assistance fees incurred by MICROSTEEL.

The supplier expressly agrees that the designs, documents, drawings, templates and samples made available to them remain the exclusive property of MICROSTEEL. Therefore, the supplier shall refrain from reproducing, copying, adapting, distributing, circulating, transferring, assigning, selling or using them for any other purpose, whether for their own benefit or for that of a third party, without MICROSTEEL's prior written authorization.

## **8. PERSONAL DATA**

MICROSTEEL may provide the supplier with data, documents and files that qualify as personal data for the sole purpose of enabling the supplier to perform the Order. For the performance of the Order, the supplier agrees to operate in keeping with the applicable personal data protection laws and regulations, and in particular EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

## **9. AUDITS**

Throughout the performance of the Order, the supplier authorizes MICROSTEEL to carry out audits, directly or indirectly by a third party of their choice, at any time and with reasonable notice, on the basis of documents, in the supplier's workshops or on their own or their subcontractors' premises, to monitor the performance of the Orders and compliance with the commitments made under these GTCP.

## **10. ASSIGNMENT AND OUTSOURCING**

The supplier may not assign or outsource all or part of the Order without MICROSTEEL's prior written authorization. If MICROSTEEL gives their prior written authorization, the supplier agrees to enforce on the assignee or subcontractor the obligations binding upon them under the GTCP and the Order, as well as under the special agreement entered into by the Parties, as the case may be. In any case, the supplier retains full liability for said assignee or subcontractor's actions.

## **11. INSURANCE COVERAGE**

The supplier declares that they have taken out a professional civil liability insurance policy and, upon request, undertakes to provide MICROSTEEL with evidence that they have taken out and paid the related premiums.

## **12. TERMINATION**

Should any of the Parties breach the terms of these GTCP, the other Party may issue formal notice demanding that it meets its obligations, by registered letter with acknowledgment of receipt within fifteen (15) days following the date the registered letter was sent. Should said formal notice remain unheeded by the end of the fifteen-day period, the Party may terminate the Order ipso jure, without prejudice to any claim for damages or reimbursement of any related costs and penalties incurred. Termination shall take effect on the fifteenth day following receipt of formal notice which has remained unheeded.

## **13. SEVERABILITY**

Should a clause of the GTCP be voided, it shall be deemed unwritten, while all the other clauses shall remain valid. The Parties shall agree to another clause in replacement for the voided clause.

## **14. PRIVACY**

The supplier agrees that any information and data (technical, commercial, financial, strategic and economic) shared by MICROSTEEL when placing or negotiating an Order is strictly confidential, whether it applies to MICROSTEEL, its buyers, beneficiaries, employees, contractors and any third party in general. The supplier therefore agrees that they will take any necessary measures to prevent the disclosure of such information, except to members of staff on a "need to know" basis for the performance of the Order, and to competent authorities in the event of an inspection, unless authorized in writing by MICROSTEEL.

## **15. APPLICABLE LAW AND JURISDICTION**

The GTCP are governed by French law. The Parties shall endeavor to find an amicable settlement to any dispute arising from the GTCP. Should the Parties fail to reach an amicable settlement, the dispute shall be heard in the forum with jurisdiction for MICROSTEEL's head office.