

Article 1. - Definitions

In these Terms and Conditions, the following expressions shall have the following meaning:

- Order: indicate the Order and the applicable documents emitted by SOREEL near the Supplier for the delivery and the realization of Supplies and/or Services by the Supplier
- Supplies and/or Services: indicate the Services, materials and documents associated with the load with the Supplier
- SOREEL: indicate company SOREEL located street of Gâtine, 18 BP426 49304 CHOLET
- Supplier: indicate the company in charge of delivering and carrying out the Supplies and/or Services
- Customer: name the customer of SOREEL or his representatives

Article 2. – Application of terms

2.1. The acceptance of the orders of SOREEL by the Supplier excludes all the contrary provisions of the general terms from sale being able to be reproduced on the documents emitted by the Supplier and in particular on the acknowledgments of delivery of ordering of the Supplier.

Article 3. - Acknowledgment of delivery of order

3.1 SOREEL will notify its needs by specific orders or programs taking again the agreed political tendencies with the Supplier, such as price, time, quantity, reference, etc.

3.2 The acknowledgment of delivery of each order must be turned over to SOREEL in the five (5) days following his reception by the Supplier, dated, signed by a competent person of the Supplier and covered commercial seal of this last. The name of the signatory will have to be reproduced clearly on the acknowledgment reception of order. Without return of this document at the latest in the 7 calendar days according to the date of emission of the order, this one will be famous implementation without reserve.

The Order remains in force until the last obligation while resulting including the guarantee due to SOREEL by the Supplier, and more generally until auditing of all the accounts and possible regulations of the litigations between the parts.

3.3 The ordering of SOREEL will not be assigned or subcontracted entirely by the Supplier. The Supplier will not assign or subcontract significant parts of the order without the prior written consent of SOREEL. The supplier remains responsible for the totality of the services carried out and the supplies delivered by the whole for its under treating and suppliers.

3.4. SOREEL can modify the contractual elements of the order. The modification will be then the endorsement object purposely duly accepted by SOREEL and the Supplier. The price could be adjusted according to the required modifications and of what is right and reasonable.

Article 4. - Price

4.1. Except particular stipulations, the prices indicated on the orders of SOREEL are expressed in euros, net of tax, farms and not revisable and mean DDP CHOLET or DAGNEUX - according to INCOTERMS **CCI 2010 of the 1/1/2011**, or any other version in force at the day of the order.

4.2. Any change of rate or the modes of payment of the Supplier must be communicated with SOREEL by registered letter with notice of receipt at least 1 month before its date of application. Failing this, the change of rate or methods of sale will be applicable to SOREEL only one (1) month after it is informed of it.

Article 5. - Execution of the orders

5.1 The Supplier must deliver the products or carry out the performances of service in accordance with the code of practice and the qualitative and technical specifications provided by SOREEL such as specifications, plans or instructions. Within this framework, it belongs to him to define and implement the means necessary. It also belongs to him to ask without delay to SOREEL any information or explanation which appear necessary to him.

5.2. The products provided by SOREEL or belonging to him and placed under the guard of the Supplier must be clearly marked and recorded by the Supplier as being the property of SOREEL. The Supplier will have the responsibility for these products and will assume the corresponding risks of them.

5.3 The handing-over of the documents required by the Supplier to the title of the order and whose list is indicated in the order and/or its accompanying documents is integral part of the obligations of the Supplier and conditions the payment of the corresponding sums due to the Supplier. Not given to the agreed expiry of the above mentioned contractual documents the application of penalties will involve to the same rate as a delay of delivery of material (cf article 6.1.6 below).

5.4. Subject to the application of article 8.1 below, the Supplier will have to ensure the traceability of all modifications, as well on the documents as on the provided products. For this reason, it will have as of knowledge of the modification requested by

SOREEL, to indicate to him in writing, under 3 days maximum, the date of application of the modification as well as the number of products in stock to the old index. The Supplier will be held to keep the traceability of these evolutions.

5.5. The product provided by the Supplier will not have to in no case to exceed the allowance of weight indicated in the contractual documents (specification, or, failing this, plans or nomenclatures) or, if necessary, in its technical proposal. In the event of going beyond weight SOREEL reserves the right to refuse the product and to cancel its order without prejudice to fact of the application of this termination clause.

Article 6. -Delivery-Transport-Storage

6.1 Times

6.1.1. The completion period of delivery, which is indicated on the order or its endorsements, is imperative and means date of reception of the agreed product or the performance of service instead of delivery or of execution.

6.1.2. No anticipated or partial delivery will be accepted without agreement of SOREEL, this one reserving the right in this case to refuse the delivery or to reflect with the Supplier the expenses of storage engaged in the event of non-compliance of this clause. A delivery anticipated month by month will automatically involve the one month shift of the expiries of regulation.

6.1.3. The Supplier engages, in the event of event which can compromise the completion periods of delivery, to inform written SOREEL immediately and to set up at his expenses all the means necessary to minimize the delay including the routing by the fastest transport of the products concerned.

6.1.4. In order to stage with the risks, the Supplier engages according to his production capacity and of the procurement lead times of the principal components to constitute a stock strategic adapted and sufficient.

6.1.5. In the event of delivery period falling for one period from usual closing from the Supplier, this one will have to set up with its expenses the means necessary and the adequate organization to deliver to the necessary expiry the ordered products (external platform of storage for example).

6.1.6. In case of late delivery, SOREEL reserves the right to net of tax apply penalties of 1% of the amount of the product not delivered to the expiry and this per calendar day of delay. This allowance will be acquired with SOREEL by the only fact of the non-delivery at the date agreed upon, the Supplier being expressly of agreement so that the only expiry of the date makes run the allowances without it being necessary to send any formal notice to him. This allowance will be applied after a waiting period 3 working days and will be reached a maximum at 10% of the amount of the product not delivered to the expiry. Beyond 15 working days of delay, SOREEL reserves the right to cancel the order because of the non-delivery in agreed time. Any partial or incomplete delivery is comparable to a non-delivery.

6.2. Packing - storage

6.2.1. The products on standby of delivery will be stored in the workshops of the Supplier, under his whole responsibility and under suitable conditions of conservation. These products will be preserved shocks and aggressions of the medium external of all natures.

6.2.2. The product will be packed in order to ensure its transport and its storage under satisfactory conditions. In any event, packing will have to be made up of elements which can be recycled in accordance with the regulations in force.

6.2.3. If the Supplier would be brought to deliver the product ordered in recoverable special packing, the return of this packing in the workshops of the Supplier will remain, except particular agreement, with load of this last.

6.2.4. Each delivery is accompanied by a form taking again the number of order by SOREEL, the command line concerned, the delivered quantities, as well as the reference and the designation of the product such as they appear on the buying orders and the orders programs of SOREEL. SOREEL reserves the right to refuse all deliveries which would not be accompanied by a clearly made out delivery form.

6.2.5. The acceptance of the delivery does not release the responsibility for the Supplier for the defects and not conformities of the market product. When the quality and the quantity of the delivered supplies cannot be appreciated with the delivery, final acceptance will be acquired only at the day of the implementation of these supplies.

6.2.6. If the delivered product would present, in the delivery condition, a particular risk for its use or its implementation, the Supplier will prior to delivery have, to communicate in writing to the service purchases of SOREEL the nature of the particular risk and the precautions to be taken. A label established in French language indicating that the product is not usable in the state and specifying the nature of the particular risk and the precautions to be taken will have to be affixed obviously on the product.

6.3. Emergency

6.3.1. In the event of supervening of an emergency preventing the Supplier from filling entirely or partially his commitments, the Supplier will have to notify, within the shortest possible time, this written prevention with SOREEL and it will be held to take any appropriate measure in order to limit the effects of this event on its obligations of delivery.

6.3.2. Is constitutive of major force, any event or circumstance, cumulatively presenting the characters of externality, unpredictability and irresistibility, such as definite with article 1148 of the Civil code.

6.3.3. If the event constitutive of major force exceeds twenty (20) days, SOREEL reserves the right to cancel the order by registered letter with notice of receipt; cancellation taking then effect ten (10) days later.

Article 7. - Quality - Conformity

7.1 - The Supplier guarantees the conformity of the product delivered to the ordering of SOREEL, as well as product quality delivered and sets up a management system and of control guaranteeing to SOREEL product quality provided.

7.2. In the event of non-conformity noted on already delivered products, the return of these products will be carried out with the expenses of the Supplier. All non-conformity could be the subject of a repercussion, by SOREEL with the Supplier, of the corresponding financial costs.

7.3. SOREEL has the ability to require of the Supplier either refunding defective products in the form of having, or their replacement. This one will have to be carried out under a 2 days maximum delay working. If the Supplier would not be capable to replace the defective product within this time, SOREEL will be able to make give in state the defective product by the means most appropriate and fastest to the expenses and risks of the Supplier.

7.4. In the event of request for installation of corrective actions following non-conformity, the Supplier will be held to communicate in the eight (8) working days, with the service quality of SOREEL, the corrective actions brought to avoid the repetition of the encountered problem.

7.5. The Supplier is held to communicate to SOREEL, on request on behalf of this last, under a two (2) days deadline maximum, the ordered documents justifying of the performances and product quality.

7.6. No engineering change, even considered to be minor, could be carried out without written preliminary information addressed to SOREEL. In particular, the Supplier must warn SOREEL of the placement of new tools or a new manufacturing process.

Staffs of SOREEL, its customer or his representative, will have free access, at the normal hours of opening, in the establishments of the Supplier and those of its under treating possible in order to follow advance and supervise the implementation of the order or to take specific actions quality. The purpose of these controls carried out in the course of manufacturing are only to inform SOREEL or its customer and does not engage their responsibility at all, not more than they do not decrease that of the Supplier.

The program of these visits will be communicated to the Supplier within a minimum time forty-eight (48) hours before intervention.

7.7 The supplier shall ensure that all products will comply with the Product Compliance requirements listed in Kohler's *Product Environmental Policy and Restricted Material List* found on the Kohler Conducting Business website.

Article 8. - Observance of the regulation

8.1. The product and/or the performance of service ordered must answer in all points with the contractual requirements, to the general standards applicable and published by official organizations, with the legal and lawful regulations into force without it being necessary to refer of it on the contractual documents of SOREEL, in particular with regard to:

- qualities, composition, presentation and labelling of the goods;
- the respect of the environment
- labor law and of employment;
- provisions of international conventions on the children's rights and more particularly those relating to the child labor minors;
- the European directive RoHS 2 (2011/65/UE of the 6/28/2011, applicable to the 1/2/2013) and his different amendment, particularly 2015/863/UE du 31 mars 2015, applicable to the 07/22/2019
- regulation REACH (CE N° 1907/2006)

In any assumption, the Supplier avoids proposing with the sale of the products not taking into account these requirements.

8.2. If a Third pleads that a Product of the Supplier constitutes a counterfeit of his patents or its copyrights, the Supplier will ensure his expenses the defense of the Customer against of such allegations, and will take responsibility for his all the damages, as well as the expenses and expenditure to which SOREEL would be condemned on the basis of an allegation such by a legal decision having authority of the final decision or who are included in a compromise agreement, provided SOREEL:

-quickly notify, in writing, with the Supplier this allegation

-cooperate with the Supplier by leaving him the control of defense and any negotiation for a regulation

8.3. Any infringement with the provisions above exposes the Supplier to the immediate suspension of the trade relations, without notice.

8.4. If certain products having to be provided within the framework of the contract contained dangerous substances or required to take special precautions of security in the event of handling, transport, storage or of use, then the Supplier will have, before delivering them, to provide in writing to SOREEL information which takes a lead in the nature of these substances

and the precautions to be taken. The Supplier will make sure that before forwarding, the suitable instructions and warnings are actually highlighted and clearly indicated on the products or firmly fixed at the latter, as on conditionings in which they are placed. In particular the Supplier will provide to SOREEL in writing in particular all the indications, instructions, cards of security and warnings necessary to respect the legislative measures or lawful as regards health or security. The documents and locations inherent in these special precautions will have imperatively to be established in the language of SOREEL, French.

Article 9. - Invoicing and Conditions of regulation

9.1. The invoices, which will be addressed in two (2) exemplary to the accounting department of SOREEL, must comprise all the mentions envisaged with the article L. 441-3 of the Commercial law and also comprise the references of the ordering of SOREEL, as well as the mode of transport and the destination of the goods. All the non-well-informed invoices of these references will be turned over to the Supplier. Except exemptions agreed upon between SOREEL and the Supplier, the invoices gathering several orders are not accepted.

9.2. In order to respect the expiry of regulation agreed upon, the invoices will have to manage to the accounting department of SOREEL at the latest the ten (10) of the month following the delivery date. In the contrary case, the payments will be shifted of as much.

9.3. Except agreed contrary provisions between SOREEL and the Supplier, the regulations will be carried out by note promissory at forty-five (45) end of the month days. The starting date of the expiries of SOREEL is that of end of the month of reception instead of delivery and/or execution agreed upon, all fulfilled contractual obligations.

9.4. The possible regulation of installments could be done only against handing-over of a guarantee of restitution of installment established obligatorily by a banking organization.

Article 10. - Transfer of the properties and the risks

10.1. The property of the products is transferred to SOREEL with the effective delivery date attested by a receipt from discharge, for purchases carried out "*DDP destination on quay store or deposit*" or if the transfer must take place front, as from the moment when the established intermediate invoices all-inclusive of tax will have been paid to the Supplier.

10.2. The risks related with the delivered products are transferred to the effective delivery date, provided the products answer the criteria defined in the contractual documents of order. (cf article 5.1 above)

10.3. A clause of reserve of property of the Supplier could be accepted only individually and will have to be the subject of approval express of SOREEL.

Article 11. - Provision of material and tools

11.1. The property of the tools manufactured or acquired by the Supplier especially for the needs for the execution of the contract will be transferred to SOREEL after complete payment or damping by this last. The Supplier will then address automatically to SOREEL a certificate of property and will identify clearly the tools as being the property of SOREEL. The Supplier will have to forward this tool with SOREEL when this one makes the request of it.

11.2. When SOREEL delivers to the Supplier of the products for the needs for the order, these products are and remain the property of SOREEL. The Supplier will maintain these products in good state of operation, provided in the case of tools, models and equivalent material, of their fair wear and tear. The Supplier is prohibited from using these products outside the subject of the contract.

Any damage, deterioration, destruction, theft or loss whose these products can be the subject in consequence of a misuse or of a negligence of the Supplier will cause repair or replacement to the expenses of the Supplier. Without prejudice to other rights of SOREEL, the Supplier will have to restore these products to him on its request, which they or not are still used by the Supplier.

Article 12. - Cancellation

12.1. SOREEL reserves the right to suspend, or to cancel whole or part of the order, without the Supplier being able to prevail himself of any allowance as damage whenever:

- The Supplier would be in impossibility of delivering products in conformity.
- Of a failure noted in the quality system of the Supplier or the quality of its services.
- The Supplier would not respect the completion periods of delivery.
- The Supplier would not respect the stipulations of the order and the present conditions.
- A change would intervene in the control of the capital of the company of the Supplier.
- The Supplier would be put in file for bankruptcy, SOREEL then having a claim of an amount equal to that of the versed installments.

12.2. In all the cases, the cancellation of the pending orders will automatically intervene on simple notification written of

SOREEL and/or the Supplier, after formal notice by registered letter with notice of not followed receipt by effect in (eight) the 8 days, in the event of inexecution by one of the parts of its contractual obligations.

Article 13. - Conditions of guarantee

13.1. The Supplier guarantees that its products are free from defects of matter and labor. The guarantee granted by the Supplier is of (twelve) 12 months as from the industrial commissioning at the customer of SOREEL of the unit for which the ordered product was designed. If the supply of the Supplier would prove to be failing delaying of this fact the industrial commissioning, the starting point of the guarantee will intervene only after lifting of the possible reserves and report by SOREEL and/or its customer of the setting in conformity of the product. By use, the guarantee period is limited to twenty-four (24) months after the delivery, in the buildings of SOREEL, of the ordered product.

13.2. If an ascribable defect with the Supplier is detected for the period of guarantee, the Supplier will have to intervene as soon as possible as of notification of SOREEL. The Supplier will have then to give, or make give, instate, with his expenses (parts, labor, transport, displacement on site and expenses of intervention), the product presenting of the defects, with in the time allowed jointly with SOREEL. If the Supplier is failing, or if its times of intervention are not acceptable, SOREEL will be able to make carry out by a third, with the expenses and risk of the Supplier, work falling on to him.

13.3. New a twelve (12) months guarantee will be applicable to the new replaced product.

Article 14. - Parts of consignment

14.1. It is up to the Supplier to constitute, for the duration of the period of guarantee, a suitable stock of consignment making it possible to ensure the application of the guarantee. This stock, either will be stored in the building so the Supplier, or placed at the disposal of SOREEL, for the parts of first urgency.

14.2. The Supplier will have to provide, on request SOREEL, the list of the parts or bodies concerned and to show an availability allowing to ensure a time of twenty-four (24) hours intervention maximum after notification. (except particular agreement between SOREEL and the Supplier)

Article 15. - Civil responsibility and damage with the goods

15.1. The Supplier will have to compensate SOREEL for any loss or damage, of which nature that it is, like for any claim or expenditure in relation to such damage or losses and resulting from acts or omissions from the Supplier, of its under treating, employees or agents or of defects, nonconformity or latent defect noted on the products objects of the contract.

15.2. The Supplier will subscribe and maintain in force throughout the execution of the contract including for the period of guarantee an insurance covering his civil responsibility, including his civil responsibility produced and will have to be able constantly to justify on request SOREEL of them. This insurance will be subscribed near a manifestly solvent insurance company.

Article 16. - Intellectual property

16.1. All the tools, models, materials, plans, drawings, software, specifications and other data elements provided by SOREEL to the Supplier will remain the property of SOREEL constantly and could be used by the Supplier only for the needs for the execution of the order. The Supplier will have to keep the documents and other confidential data elements and to restore them with SOREEL when this one makes the request of it.

16.2. The Supplier will not make offers and will not provide to thirds of the products carried out with the tools and materials of SOREEL or starting from the models, plans, drawings, software, specifications or of the conceptual data of SOREEL, without prior written agreement of this last.

16.3. The inventions, patents, drawings, marks and patented designs as all property rights industrial resulting directly from the execution of the contract will be completely transferred to SOREEL and will become the property of SOREEL by the simple effect of the order, except agreed specific measures between SOREEL and the Supplier in the order. The Supplier will carry out all the formalities and will sign all the documents which would be necessary to concretize this transfer of property.

Article 17. - Confidentiality

17.1. Information resulting in commercial and technical matter, whose Supplier would be aware at the time of the execution of this Order, owes in no revealed manner being nor used some manner that it either.

Consequently, the Supplier commits himself to keep confidential, not to communicate, not to publish, not revealing with a third, in written or oral form, for some reason that it is, and to use at other ends only the realization of the Order, without prior approval and written SOREEL, any information whatever is the object (technical, industrial, financial, commercial, etc.,...), nature (know-how, methods, processes, technical details and of installation, etc.,...) the support (written or printed documents, Romanian CD, data-processing diskettes, samples, drawings, plans, etc.,...) and mode of transmission (written, oral, data-processing including networks and/or e-mails) transmitted by SOREEL within the framework of this Order.

Any communication with the press or action of publicity relative to this Order, just as the exposure of whole or part of the Supplies and/or Services object of the Order, will be subordinated to prior approval and will be written SOREEL. In the event of authorization, the Supplier commits himself respecting the forms of publicity and the other conditions which would be imposed to him.

The Supplier commits himself making apply the terms of this article to his staff and that of his Suppliers and/or subcontractors. The non-application of the terms of this article by the Supplier, his staff, his Suppliers and/or subcontractors, the staff of its Suppliers and/or subcontractors will be able to involve the cancellation of the Order without notice and without prejudice to the application of the sorrows envisaged by the applicable legal tendencies and contractual.

17.2. The Supplier prohibits any direct relationship with the customer if it were not authorized by SOREEL. He also commits himself not taking into account instructions communicated directly by the customer.

If the customer would communicate information and/or instructions to him, the Supplier commits himself informing written SOREEL and without delay of them.

Article 18. - Compensations

The Supplier authorizes SOREEL to operate compensation between the sums which had by SOREEL or any assignee of the invoices and those which had by the Supplier, with some title that it is.

Article 19. - Anti-corruption

The Supplier will have to discharge his obligations under the terms of the present agreement in accordance with the applicable legislation. More particularly, the Supplier certifies being in conformity and will continue to be in accordance with the American, French and local legislations anti-corruption. He is interdict with the Supplier to carry out illicit payments or offers (or to accept such payments or such offers), or to proceed to practices of corruption either directly, or indirectly with regard to any person, including in a non-exhaustive way any government, civil servant of government, paid of a company belonging the State, to representative of political party or to political candidate, this so to obtain or preserve a commercial advantage.

Article 20. - Litigation - applicable Law - Court of jurisdiction

20.1. In the event of litigation relating to the interpretation or the execution of these conditions and orders, the Supplier and SOREEL will endeavor to manage a friendly agreement. Of convention express and if the Supplier and SOREEL do not end to a friendly agreement in the event of litigation, the Bankruptcy court of Angers will be only qualified, even in the event of incidental request, of call in guarantee, or in the event of plurality of defendants.

20.2. The law applicable to these conditions and orders, especially for any question relating to its interpretation and performance, is the French law to the exclusion of all others.