

GENERAL TERMS AND CONDITIONS OF PURCHASE

PLASTIVALOIRE

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GENERAL TERMS AND CONDITIONS OF PURCHASE

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The present General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply to all orders placed by any of the companies belonging to the PLASTIVALOIRE Group (hereinafter referred to as "PLASTIVALOIRE") with its suppliers, including its subcontractors (hereinafter referred to as the "SUPPLIER(S)"),

PREAMBLE

PLASTIVALOIRE is committed to a process of continuous improvement aimed at achieving "Zero Defects" and "Zero Delays" objectives. As such, PLASTIVALOIRE expects its SUPPLIERS to deliver Supplies that are compliant, on time, in the right quantity and in strict accordance with its requirements, particularly in terms of quality, safety, traceability and the environment.

PLASTIVALOIRE favours working with SUPPLIERS certified to ISO 9001 and, for automotive activities, to IATF 16949. Non-certified SUPPLIERS undertake to enter into a certification process in order to ensure a level of performance compatible with the requirements of PLASTIVALOIRE and its customers.

The purpose of these General Terms and Conditions of Purchase is to define the rights and obligations applicable between PLASTIVALOIRE and its SUPPLIERS in connection with any Order.

1. General provisions

In the event of any contradiction between (i) the specific terms and conditions appearing on the Purchase Order (or any other contractual document issued by PLASTIVALOIRE), (ii) these General Terms and Conditions of Purchase and (iii) any attached or referenced document, the following order of precedence shall apply:

1. the specific terms and conditions of the Order;
2. The present GTCP;
3. the attached or referenced documents.

The SUPPLIER's general terms and conditions of sale shall not be enforceable against PLASTIVALOIRE unless they have been expressly accepted in writing in advance by a duly authorised representative of PLASTIVALOIRE.

No modification, reservation or derogation from these GTCP shall be deemed to have been accepted by PLASTIVALOIRE without the prior, express and written agreement of PLASTIVALOIRE. Any condition or statement to the contrary appearing in documents issued by the SUPPLIER (quotations, general terms and conditions, acknowledgements of receipt, order confirmations, invoices, etc.) shall be deemed null and void unless expressly accepted by PLASTIVALOIRE.

For the purposes of these GTCP, the term "Supply" refers to any raw material, part, assembly or sub-assembly, any manufacturing, design, development or tooling service, or any work ordered by PLASTIVALOIRE from the SUPPLIER.

2. Economic independence of the SUPPLIER

The SUPPLIER declares and guarantees that, on the date of acceptance of these GTCP, it is not in a situation of economic dependence on PLASTIVALOIRE within the meaning of Article L.442-1, II of the French Commercial Code.

The SUPPLIER undertakes to maintain, throughout the duration of the commercial relationship, a sufficiently diversified activity in order to avoid any situation of economic dependence on PLASTIVALOIRE.

In the event that the SUPPLIER finds that it is likely to be in a situation of economic dependence on PLASTIVALOIRE, it undertakes to inform PLASTIVALOIRE immediately in writing. The Parties then agree to implement, in good faith, a plan to gradually reduce this dependence, including, where appropriate, commercial diversification measures designed to ensure the SUPPLIER's economic autonomy.

3. Order

All purchases made by PLASTIVALOIRE must be accompanied by a purchase order issued and signed by PLASTIVALOIRE.

The SUPPLIER shall acknowledge receipt of the Order in writing within 48 working hours of receipt. Failing this, the Order shall be deemed to have been accepted. PLASTIVALOIRE may cancel the Order at any time prior to receipt of the acknowledgement of receipt, without compensation.

An Order marked "price to be confirmed" shall only be valid once PLASTIVALOIRE has accepted the price in writing.

4. Price – Invoicing – Payment

4.1 Prices

The prices indicated on the Order are firm and non-revisable, unless expressly agreed in writing by the parties in the special conditions.

Unless otherwise stipulated, the SUPPLIER shall bear all costs, in particular:

- transport, handling and unloading at the delivery address indicated on the Order,
- customs duties, taxes,
- insurance and risks until final receipt of the Supplies by PLASTIVALOIRE.

Any price change requires the written agreement of both parties.

The agreed prices are strictly confidential and may not be disclosed to third parties without the written authorisation of PLASTIVALOIRE.

4.2 Invoicing

Invoices must be sent by separate post in duplicate to PLASTIVALOIRE, which issued the Order, within the specified time frame after shipment of the Supplies.

Each invoice must allow for the complete identification of the Supplies and include, in addition to the mandatory legal information in force, the following specific information:

- the Order number,
- the SIREN number of the PLASTIVALOIRE customer entity,
- the precise delivery address if it differs from the billing address,
- the nature of the transaction (delivery of goods, provision of services or mixed),
- the DAP Incoterm, or any other Incoterm agreed between the parties.

Invoices must be emailed in PDF format to APVL@plastivaloire.com. However, in the event of the application of regulations on electronic invoicing, the SUPPLIER undertakes to send its invoices via the Public Invoicing Portal or a Partner Dematerialisation Platform.

Any invoice that is incomplete, incorrect or does not comply with the terms of the Order and/or these GTCP may be refused and returned. Such refusal shall suspend the payment deadlines, without this constituting a delay in payment attributable to PLASTIVALOIRE.

4.3 Payment

Unless otherwise agreed, purchases are payable within forty-five (45) days end of month from invoice date.

Deliveries made after the 25th of the month will be invoiced during the following month.

For any payment to a bank account located abroad, all bank charges shall be borne by the SUPPLIER's bank.

4.4 Change of the SUPPLIER's bank details

Any request to change the SUPPLIER's bank details (RIB/IBAN) must be notified to PLASTIVALOIRE by official notification (registered letter and/or prior notification to the purchasing department before transmission to the accounting department). This notification must be signed by a duly authorised legal representative of the SUPPLIER and sent at least thirty (30) calendar days before the next payment is due.

It must be accompanied by an original bank account number issued by the SUPPLIER's bank and a valid identity document of the signatory.

PLASTIVALOIRE reserves the right to carry out any additional verification procedures it deems necessary (in particular, cross-checking with a known and identified contact of the SUPPLIER, requesting company documents, written confirmation from the bank, etc.).

Until the new bank details have been formally validated by PLASTIVALOIRE's financial department, any payment made to the previously communicated bank details shall be considered as dischargeable and shall not give rise to any dispute or request for a new payment on the part of the SUPPLIER.

4.5 Set-off

PLASTIVALOIRE reserves the right to offset, automatically and without prior formalities, any certain, liquid and payable sum owed to the SUPPLIER under the terms of this agreement, against any sum owed by the SUPPLIER to PLASTIVALOIRE.

4.6 Suspension

In the event of delay, non-compliance, or more generally, failure by the SUPPLIER to fulfil any of its obligations, PLASTIVALOIRE may suspend all or part of its payments as well as the performance of its own obligations, without this constituting a breach on its part and without prejudice to the exercise of any other right or remedy.

5. Quality and compliance

5.1 Quality requirements and duty to inform

The SUPPLIER undertakes to return the information sheet sent by PLASTIVALOIRE, duly completed and specifying its quality certification.

The SUPPLIER undertakes to inform PLASTIVALOIRE of the renewal or loss of quality certification by notifying it within fifteen (15) working days of the renewal or loss.

The SUPPLIER, in its capacity as a professional, undertakes to provide PLASTIVALOIRE with all information, analysis, advice and alerts necessary for the proper execution of the Order. As such, it shall immediately report any inconsistency, error, defect, deficiency, potential non-compliance, technical difficulty, quality or safety deviation, or anomaly in terms of time or cost that may affect PLASTIVALOIRE's specifications, contractual documents, processes, means of production or requirements.

The SUPPLIER shall, where necessary, propose appropriate corrective measures, alternatives or optimisations. The SUPPLIER shall take into account any updates to the documents or requirements communicated by PLASTIVALOIRE and adjust its commitments accordingly.

The SUPPLIER guarantees that the Supplies are:

- carefully manufactured,
- free from any design, manufacturing or operational defects,
- compliant with the applicable specifications, plans, technical and regulatory requirements.

For certain Supplies, a specific quality objective, defined at the time of the request for quotation, may be set in writing. The SUPPLIER undertakes to comply with this level of performance and to implement any necessary improvement measures.

5.2 Compliance with plans and change management

No changes to the design, materials, tools, processes, manufacturing site or organisation may be implemented without the prior written consent of PLASTIVALOIRE. The latest specifications and requirements communicated by PLASTIVALOIRE shall prevail.

5.3 Regulatory compliance and substances

The SUPPLIER guarantees that the Supplies comply with all laws, regulations, standards and directives applicable in the countries of manufacture, processing, machining, assembly, use or marketing, in particular with regard to hygiene, safety, the environment and regulated substances (e.g. REACH, RoHS, SVHC, etc.), and product compliance.

The SUPPLIER is responsible for monitoring the regulations applicable to its products and their marketing.

The materials used in the composition of the Supplies must comply with all technical, quality and environmental requirements defined by PLASTIVALOIRE.

The SUPPLIER shall provide, upon request, any certificate of compliance, in particular concerning:

- prohibited or regulated substances,
- environmental compliance,
- material composition,
- specification of recycled, bio-based and reused materials,
- recyclability and end-of-life obligations.

This certificate may be a prerequisite for the acceptance of initial samples and/or the validation of series production.

5.4 Initial samples and series validation

The SUPPLIER must provide PLASTIVALOIRE, where applicable, with initial samples produced using the defined production methods, processes and parameters, and under conditions that are strictly representative of series production.

These samples must be accompanied by at least the following items:

- a comprehensive inspection report drawn up in accordance with PLASTIVALOIRE requirements;
- a dispersion analysis covering critical or major characteristics;
- a monitoring plan including the manufacturing and inspection overview;
- and, where applicable, any other document, supporting evidence, certificate or report requested in the purchasing specifications or by PLASTIVALOIRE (e.g. material studies, FAI/PPAP, material certificates, PMR certification, PPWR compliance, FMEA process, etc.).

After checking the samples and associated documentation, PLASTIVALOIRE shall notify the SUPPLIER of its decision to accept or reject the Supplies.

No series delivery may take place before receipt of PLASTIVALOIRE's written acceptance.

Acceptance of the initial samples does not in any way constitute a waiver of the contractual requirements or a release of liability for the SUPPLIER in the event of subsequent non-compliance.

5.5 Identification and traceability

The SUPPLIER must ensure complete identification and traceability of the Supplies during all phases of manufacture, packaging and shipment.

Each packaging unit must bear a label that complies with the ODETTE standard, stating at least:

- the name of the SUPPLIER,
- the Order number,
- the serial or batch number, or failing that, the date of manufacture,

- the exact reference and description of the Supplies as indicated on the Order,
- the modification index,
- the quantity delivered.

For Supplies subject to expiry, the use-by or expiry date and the appropriate storage conditions must also be indicated.

For Supplies of a chemical nature (in particular paints, inks, solvents, thinners, etc.), the SUPPLIER must provide the applicable regulatory labelling (pictograms, hazard statements, safety advice) and, where applicable, safety data sheets in accordance with the regulations in force.

Each shipment must be accompanied by a detailed packing list, including details of the packaging and the nature of each package, all information enabling the identification and quantitative control of the Supplies, and traceability information corresponding to the Order.

For any modified Supplies, the first delivery must be clearly identified as such by means of a label marked "MODIFIED PARTS" affixed to each packaging unit and to the delivery note.

For any Supplies delivered under a derogation, each packaging unit must bear a "DEROGATION" label indicating the derogation number, and this identification must also appear on the delivery note.

5.6 Non-compliance – notification, actions and allocation of costs

The SUPPLIER shall immediately notify PLASTIVALOIRE upon detection of any non-compliance.

Any non-compliance with plans, specifications, requirements, laws or regulations shall automatically result in the rejection of the Supplies.

Subject to validation by PLASTIVALOIRE, a non-compliant batch may exceptionally be subject to an exemption prior to delivery.

The SUPPLIER shall implement, within the deadlines set by PLASTIVALOIRE, all corrective and preventive actions, as well as the requested investigations.

All direct and indirect costs incurred by PLASTIVALOIRE as a result of non-compliance - including, in particular, sorting, reworking, re-inspection, scrap, logistics, exceptional transport, production stoppages and customer penalties - shall be charged to the SUPPLIER, upon presentation of supporting documents.

5.7 Audit and verification of the Supply

Subject to reasonable notice and during business hours, PLASTIVALOIRE, and where applicable its customer when contractually required, may access the premises of the SUPPLIER and/or its subcontractors in order to:

- verify the progress of the work,
- check the conformity of processes, manufacturing methods and quality control systems,
- verify Supplies, whether in production, under inspection, or awaiting shipment,
- ensure compliance with legal, regulatory, normative and contractual requirements.

The SUPPLIER undertakes to facilitate these audits and controls in full, to make reasonable resources available, as well as any useful documentation (plans, quality records, certificates, inspection reports, procedures, etc.).

The SUPPLIER guarantees that its subcontractors grant the same rights of access, verification and audit.

Any visit by a PLASTIVALOIRE customer to the premises of the SUPPLIER or its subcontractors is subject to the prior written consent of PLASTIVALOIRE.

PLASTIVALOIRE may carry out any specific checks when quality anomalies are detected, in particular in the event of an abnormal increase in the ppm rate, a process deviation or a compliance incident.

The practical details of the verification, when a formal inspection is scheduled, may be specified in the Order or by written notification. The SUPPLIER must then confirm the date of availability of the Supplies, the quantity presented

and any required accompanying documents.

Audits, checks or inspections carried out by PLASTIVALOIRE — even without comment or reservation — do not in any way release the SUPPLIER from its obligation to deliver compliant Supplies, nor do they exclude subsequent rejection in the event of non-compliance revealed at a later date.

In the event of major non-compliance, critical breach of the SUPPLIER's obligations, or a quality, safety or environmental incident attributable to the SUPPLIER, any audit made necessary by such breach shall be carried out at the SUPPLIER's sole expense, without prejudice to PLASTIVALOIRE's other rights or remedies.

6. On-site interventions

When the SUPPLIER or one of its employees, representatives, agents or subcontractors works on the premises of PLASTIVALOIRE or one of its customers, it undertakes to strictly comply with all applicable rules relating to health, safety, the environment, traffic, confidentiality, ethics and, more generally, any instructions communicated by the site concerned.

The SUPPLIER shall ensure that only duly authorised, trained and qualified persons work on site. It guarantees that they have all the necessary personal protective equipment, the necessary authorisations and adequate insurance.

The SUPPLIER remains fully liable for any damage, incident, accident, non-compliance with HSE rules or disruption to activity occurring during its work or that of its staff or subcontractors. PLASTIVALOIRE may immediately interrupt any work in the event of a breach of safety rules or inappropriate behaviour, without prejudice to any action or compensation.

7. Adaptation and resilience to climate change

The SUPPLIER undertakes to assess the risks to which its production sites, supplies and infrastructure are exposed as a result of climate change, including but not limited to floods, droughts, heat waves, fires, storms, power outages or disruptions to access to raw materials.

The SUPPLIER undertakes to implement and maintain a climate adaptation and resilience plan, including:

- mapping of its key risks;
- preventive measures put in place;
- a business continuity plan to ensure the supply of Products and Services to PLASTIVALOIRE in the event of a major climate event related to climate change;
- identified vulnerability reduction measures;
- any compensation measures identified.

The SUPPLIER undertakes to inform PLASTIVALOIRE without delay of any risk induced by climate change identified as likely to affect the continuity of the SUPPLIER's supply and/or service provision and the supply of Supplies to PLASTIVALOIRE, as well as any actual or potential disruption related to climate change.

At PLASTIVALOIRE's request, the SUPPLIER shall provide key information relating to its climate adaptation plan and participate in the development of a joint mitigation plan if necessary.

8. Guarantees

8.1 Supplies

The SUPPLIER guarantees the continuous supply of Supplies in the quantities defined by the latest forecasts communicated by PLASTIVALOIRE. Consequently, the SUPPLIER may not interrupt the production or delivery of the Supplies without the prior written consent of PLASTIVALOIRE and shall, in any event, give at least nine (9) months' notice before ceasing delivery.

In the event of failure to comply with this notice period, PLASTIVALOIRE may claim full compensation from the SUPPLIER for any resulting damages, including additional replenishment costs, production losses, customer penalties and any other damage related to this interruption.

8.2 Spare Parts

The SUPPLIER undertakes to ensure the availability and manufacture of spare parts necessary for PLASTIVALOIRE's after-sales needs for a period of fifteen (15) years from the end of the series life of the concerned Supplies.

Spare parts must be of strictly identical quality and compliance to that of the series Supplies.

As such, all the requirements of Article 5 apply in full to spare parts.

The SUPPLIER shall maintain the tools, specific resources and documentation necessary for the compliant reproduction of the Supplies during the term of the commitment. It shall inform PLASTIVALOIRE without delay of any difficulty that may affect this availability.

The price of spare parts corresponds to the standard price in force during the last year of production, to which only specific packaging or transport costs may be added, subject to prior written approval by PLASTIVALOIRE.

8.3 Provision of services

In the event of a defect, insufficiency, omission, error, non-compliance or incomplete service, the SUPPLIER undertakes to:

- correct, complete or re-perform the service, at no additional cost to PLASTIVALOIRE, as soon as possible;
- compensate PLASTIVALOIRE for all costs and damages resulting from the defect.

If the work is not corrected within the time limits imposed by PLASTIVALOIRE, the latter may have the work corrected or the services performed by a third party, at the SUPPLIER's sole expense, without prejudice to any other recourse.

The warranty shall remain applicable until the services have been fully accepted by PLASTIVALOIRE and, where applicable, for the duration specified in the Order.

9. Tooling provided by PLASTIVALOIRE

When PLASTIVALOIRE provides the SUPPLIER with tools, moulds, equipment, control instruments, technical data or any other means necessary for the manufacture of the Supplies, these items remain the exclusive property of PLASTIVALOIRE, regardless of where they are used or stored.

The SUPPLIER undertakes to use these tools exclusively for the execution of PLASTIVALOIRE's Orders, to maintain them in perfect working order, to carry out routine maintenance and to inform PLASTIVALOIRE immediately of any damage, abnormal wear and tear or inability to use them. Any repairs or replacements necessary as a result of misuse, lack of supervision or failure on the part of the SUPPLIER shall be carried out at the SUPPLIER's sole expense.

The tools must be clearly identified as the property of PLASTIVALOIRE and may not be seized, retained, pledged or claimed. At PLASTIVALOIRE's first request, the SUPPLIER shall return the tools in a condition suitable for normal use, accompanied by all their documentation and technical data.

10. Packaging

The SUPPLIER must deliver the Supplies in the packaging or conditioning specified by PLASTIVALOIRE in the purchase specifications, the technical specifications or the Order.

In the absence of any specific requirements specified by PLASTIVALOIRE, the SUPPLIER shall propose a method of packaging adapted to the characteristics of the Supplies, regulatory requirements (PPWR, etc.) and transport requirements, subject to the prior written agreement of PLASTIVALOIRE.

The SUPPLIER remains fully liable for any damage, deterioration or non-compliance of the Supplies resulting from inappropriate, insufficient or non-compliant packaging or conditioning. All costs related to the consequences of such a breach shall be borne by the SUPPLIER.

11. Delivery

The Parties shall refer to the Incoterm mentioned to determine the transfer of risks relating to the Supplies.

When the Supplies are subject to inspection, verification, sorting or possible exemption, the transfer of risks shall remain suspended until final validation of compliance by PLASTIVALOIRE.

The SUPPLIER shall be fully liable for any damage occurring during the transport of the Supplies to the place of delivery. In the event of damage, the SUPPLIER shall directly compensate PLASTIVALOIRE for all consequences. In the event of subcontracting of transport, the SUPPLIER remains solely liable to PLASTIVALOIRE for damage to the Supplies and any consequential indirect damage.

The delivery time is an essential part of these GTCP and is inseparable from the other terms of the Order. The date and place of delivery are those indicated on the Order form.

The delivery date corresponds to the date of arrival of the Supplies at the place of delivery or the date on which they are made available, as agreed between the Parties. Only the quantities ordered shall be delivered, within the agreed time limits, including all required technical, administrative or shipping documents.

The SUPPLIER undertakes to maintain sufficient production capacity to respond, within reasonable limits, to variations in volume requested by PLASTIVALOIRE. In particular, it guarantees that it is able to temporarily increase its production capacity in order to cover any additional or exceptional needs of PLASTIVALOIRE, in proportions compatible with the nature of the Supplies and industry practices.

At PLASTIVALOIRE's request, the SUPPLIER shall implement all appropriate means to ensure the requested increase in capacity, including, where necessary, the addition of teams, the adaptation of production schedules or the mobilisation of alternative capacities, subject to industrial feasibility. The SUPPLIER shall inform PLASTIVALOIRE without delay of any constraints that may affect the implementation of this flexibility.

The SUPPLIER undertakes to immediately inform PLASTIVALOIRE of any event likely to cause a delay, an advance or any change in the delivery conditions.

The SUPPLIER shall communicate once per quarter, for each PLASTIVALOIRE site concerned, all incidents of additional freight charges at its expense, specifying their number and cost.

Unless otherwise stipulated, the packaging, loading and transport of the Supplies shall be carried out at the expense and risk of the SUPPLIER (shipper).

In the event of late delivery, PLASTIVALOIRE reserves the right to apply a penalty equivalent to 0.5% of the total price of the Supplies per day of delay, up to a maximum of 5% of the total amount of the order. Regardless of these penalties, the SUPPLIER shall compensate PLASTIVALOIRE for all damages suffered, in particular in the event of a production stoppage, as well as for all costs incurred, including, without limitation:

- exceptional transport costs,
- production stoppage costs,
- any late penalties owed by PLASTIVALOIRE to its own customers.

12. Transfer of ownership

Unless otherwise agreed in writing between the Parties, ownership of the Supplies shall be transferred to PLASTIVALOIRE upon their completion by the SUPPLIER, notwithstanding any retention of title clause invoked by the SUPPLIER.

The SUPPLIER guarantees that the Supplies are free of any rights, reservations, securities, privileges, claims, pledges or any other encumbrances at the time ownership is transferred to PLASTIVALOIRE.

13. Receipt

Unless otherwise stipulated, acceptance of the Supplies shall take place at PLASTIVALOIRE's premises, on working

days and during the opening hours of the delivery site. No deliveries shall be accepted outside these hours, unless PLASTIVALOIRE has given its prior written consent.

Any Supplies refused must be removed by the SUPPLIER within a maximum of fifteen (15) days following notification of the refusal, at its own expense and risk.

In the event of failure to comply with this deadline, PLASTIVALOIRE may return the Supplies to the SUPPLIER or have them removed by a third party, at the SUPPLIER's sole expense.

Supplies recognised as defective, non-compliant or incomplete must be replaced or repaired, in accordance with PLASTIVALOIRE's instructions, as soon as possible and at no cost to PLASTIVALOIRE. If the deadline proposed by the SUPPLIER is incompatible with production requirements, PLASTIVALOIRE may sort, rework or inspect the defective Supplies, after first informing the SUPPLIER. If the SUPPLIER fails to respond within 72 hours of notification, PLASTIVALOIRE may undertake these operations directly, at the SUPPLIER's expense.

In the event of major non-compliance, whether repeated or impacting production, PLASTIVALOIRE reserves the right, without penalty, to:

- refuse the Supply,
- to cancel all or part of the order, or
- to source supplies from a third party, at the SUPPLIER's expense, when production continuity so requires.

14. Performance by third parties

14.1 Subcontracting

The SUPPLIER may only subcontract all or part of the performance of its obligations with the prior written consent of PLASTIVALOIRE.

Any request to use subcontractors must be accompanied by the necessary information and documents enabling PLASTIVALOIRE to verify the regular status of the proposed subcontractor and to assess its capacity, compliance and reliability.

In any event, the SUPPLIER remains fully and exclusively responsible for the performance of the subcontracted obligations and guarantees strict compliance with these GTCP and all applicable quality, safety, confidentiality, regulatory compliance and ethical requirements by any subcontractor it appoints.

PLASTIVALOIRE reserves the right to require the SUPPLIER to provide any information or supporting documents relating to the monitoring, control and compliance of subcontracted services, as well as any supporting documents proving the regularity of its situation.

14.2 Imposed Suppliers by customers

When the SUPPLIER is imposed, chosen or approved by a PLASTIVALOIRE customer, it undertakes to strictly comply with the conditions stipulated in the purchase order issued by PLASTIVALOIRE, as well as all applicable requirements in accordance with these GTCP.

In this context, the SUPPLIER acknowledges that PLASTIVALOIRE remains its sole point of contact for the execution of orders, in particular for logistical, technical, quality or administrative aspects.

SUPPLIERS selected or approved by PLASTIVALOIRE's customers expressly accept the following provisions:

1. Only PLASTIVALOIRE is authorised to communicate logistical, forecast and operational requirements to the SUPPLIER. Any communication or attempt at interference, whether technical or logistical, coming directly from PLASTIVALOIRE's customer is prohibited and must be immediately reported to PLASTIVALOIRE;
2. The SUPPLIER may not, under any circumstances, interrupt the production or delivery of Supplies corresponding to the latest index validated by PLASTIVALOIRE without obtaining PLASTIVALOIRE's prior written consent.
3. Any request or implementation of changes of any kind (product, process, material, tooling, packaging, etc.)

must be pre-approved by PLASTIVALOIRE prior to shipment.

4. The SUPPLIER must inform PLASTIVALOIRE of the date of shipment of the initial samples, simultaneously provide PLASTIVALOIRE with the samples required for internal acceptance, and not proceed with any series delivery until formal acceptance has been obtained.
5. Any request for exemption relating to non-compliant Supplies must be dealt with exclusively by PLASTIVALOIRE, in accordance with the applicable procedures and identification requirements set out in Article 5.

The designated SUPPLIER also undertakes to sign a RASI (Producer, Authority, Support and Informed) matrix to clarify its role and responsibilities.

15. Protection of Information

15.1 Confidentiality

The SUPPLIER undertakes to keep strictly confidential all information of any kind communicated by PLASTIVALOIRE or to which it has access in connection with the execution of the Order, in particular technical, commercial, industrial, financial, documentary data, plans, diagrams, specifications, tools, samples, processes and, more generally, any sensitive or protected information ("Confidential Information").

This Confidential Information may only be used by the SUPPLIER for the sole purpose of fulfilling the Order and may not be disclosed to any third party without the prior written authorisation of PLASTIVALOIRE.

The SUPPLIER guarantees that its employees, managers, representatives, subcontractors and partners comply with these same obligations and remains fully liable for any breach on their part.

The confidentiality obligation shall remain in force throughout the duration of the Order and for ten (10) years after its expiry or termination, or for any longer period required by a customer of PLASTIVALOIRE.

At the request of PLASTIVALOIRE or at the end of the Order, the SUPPLIER shall return or destroy, as instructed, all Confidential Information and copies thereof, and shall provide written confirmation of such return and/or destruction.

15.2 Protection of Personal Data

When the SUPPLIER processes personal data within the meaning of applicable legislation, in particular Regulation (EU) 2016/679 ("GDPR"), on behalf of PLASTIVALOIRE, it acts as a processor and undertakes to:

- implement appropriate technical and organisational measures to ensure the confidentiality, integrity and security of personal data;
- use personal data solely for the purposes of fulfilling the Order;
- only allow access to personal data to strictly authorised persons who are bound by a confidentiality obligation;
- obtaining the prior written consent of PLASTIVALOIRE before using any subsequent subcontractor, who must comply with equivalent obligations;
- immediately notify PLASTIVALOIRE in the event of a security incident, loss, destruction, disclosure or unauthorised access to personal data, and provide all information useful for managing the incident;
- not transfer any personal data outside the European Economic Area without prior notification and the implementation of appropriate safeguards as provided for by the regulations (standard clauses, adequacy decision, etc.).

At the end of the Order, the SUPPLIER shall return or destroy the personal data processed on behalf of PLASTIVALOIRE, in accordance with the latter's instructions.

The SUPPLIER shall be liable for any breach of the obligations set out in this article and shall compensate PLASTIVALOIRE for any consequences, damages, penalties, costs or claims resulting from a breach of the applicable regulations on personal data.

15.3 Intellectual Property

For Supplies designed and/or manufactured by the SUPPLIER, the latter guarantees that the Supplies delivered to PLASTIVALOIRE do not infringe any intellectual or industrial property rights belonging to a third party, including in particular patents, models, copyrights, designs and models, trademarks, software, databases or any other protected rights.

The SUPPLIER undertakes to defend and fully indemnify PLASTIVALOIRE against any claim, proceeding or action for infringement brought by a third party, and to bear all costs incurred by PLASTIVALOIRE in its defence, including reasonable legal fees, and to compensate PLASTIVALOIRE for any damage, loss, expense or damage — direct or indirect — resulting from said action.

The SUPPLIER shall refrain, unless with the prior written consent of PLASTIVALOIRE, from delivering to third parties any Supplies manufactured on the basis of plans, models, files, specifications, tools or technical data belonging to or provided by PLASTIVALOIRE.

This obligation does not prohibit the SUPPLIER from marketing, to third parties or competitors of PLASTIVALOIRE, Supplies that are distinct from those developed on the basis of elements belonging to PLASTIVALOIRE.

Unless otherwise stipulated in the Order or a specific agreement, any deliverable, study, plan, model, document, file, prototype, development, test or engineering result, or more generally any result of any kind whatsoever (hereinafter the "Results") produced in connection with the performance of the Order shall become the exclusive property of PLASTIVALOIRE as and when it is created, worldwide, for the entire legal period of protection, and for all modes and fields of exploitation, the agreed price expressly including the transfer of the corresponding rights.

The SUPPLIER undertakes to provide PLASTIVALOIRE with all the elements necessary for the use, industrialisation, or exploitation of the Results (source files, native plans, technical documentation, digital parameters, etc.).

When the Results incorporate or are based on pre-existing elements belonging to the SUPPLIER (including know-how, software modules, databases, libraries, tools, processes, etc.), the SUPPLIER irrevocably grants PLASTIVALOIRE a non-exclusive, worldwide, royalty-free licence, for the entire legal duration of protection, to use, reproduce, modify, adapt and sub-license, to the extent strictly necessary for the operation, maintenance, manufacture, marketing, integration, repair or modification of the Supplies or Results.

The SUPPLIER warrants that it has all the rights necessary to grant this licence without restriction.

16. Commercial references

The SUPPLIER shall refrain from using, in any way whatsoever, the name, brand, logo, products, projects or commercial relationship with PLASTIVALOIRE for communication, prospecting, promotion or commercial referencing purposes, unless prior written authorisation has been obtained from PLASTIVALOIRE.

17. Ethics – Anti-corruption

The SUPPLIER undertakes to conduct itself in an irreproachable manner in terms of business ethics and to comply with all laws and regulations relating to the fight against corruption, influence peddling, fraud, money laundering, conflicts of interest and, more broadly, any practice that undermines integrity or commercial loyalty. The SUPPLIER guarantees that it will not offer, accept or tolerate any undue advantage or illicit payment and will take care to prevent any situation that could be interpreted as an act of corruption.

The SUPPLIER shall implement the necessary internal procedures within its organisation to prevent, detect and punish any behaviour that contravenes ethical principles. It shall ensure that all its managers, employees, agents, representatives, subcontractors and partners comply with the same requirements and have the necessary knowledge and resources to ensure their application.

The SUPPLIER undertakes to avoid any situation of conflict of interest and to immediately inform PLASTIVALOIRE of any risk or circumstance that could compromise its impartiality or independence. It guarantees that it has an internal system in place for reporting, in complete confidentiality, any suspected fraud or ethical breach, and undertakes to cooperate fully with PLASTIVALOIRE in the event of any verification or request for information relating to compliance with this article.

Any violation or serious suspicion of violation of the above obligations constitutes a serious breach by the SUPPLIER. In such a case, PLASTIVALOIRE may request the immediate implementation of corrective measures, suspend the execution of the order or terminate it without notice or compensation, without prejudice to any recourse or claim for compensation.

18. PLASTIVALOIRE reference documents

The SUPPLIER acknowledges that, prior to accepting these GTCP, it has read the reference documents issued by PLASTIVALOIRE and applicable to all its suppliers, including in particular:

- the General Supplier Requirements;
- the Specific Requirements for Aerospace Suppliers, where applicable;
- the Supplier Code of Conduct;
- the Minimum Cybersecurity Requirements;
- as well as any other policy document or sectoral reference document communicated or made available by PLASTIVALOIRE

the current versions of which are available at the following address: <https://groupe-plastivaloire.com/fournisseurs/>.

PLASTIVALOIRE also makes the applicable ethical documents available to all its partners, which are publicly accessible on its website, including in particular:

- the Ethics Charter
- the Alert Procedure
- as well as any other applicable compliance document or internal policy

the current versions of which are available at the following address in the footer: <https://groupe-plastivaloire.com/>

The SUPPLIER undertakes to comply with all the ongoing obligations set out in these documents, to ensure their internal dissemination and to implement the measures necessary for their proper application. The SUPPLIER is automatically required to update these documents as soon as they are published by PLASTIVALOIRE.

The SUPPLIER also undertakes to ensure compliance with all these documents by its supply chain, including its own suppliers and subcontractors, and to ensure that they apply at least equivalent requirements. The SUPPLIER remains responsible for any breach by its supply chain.

19. Liability – Insurance

19.1 Liability

The SUPPLIER shall be liable for all damages, costs, losses and harm, whether direct or indirect, caused to PLASTIVALOIRE or to third parties as a result of:

- the non-compliance of the Supplies,
- a delay or failure to deliver,
- or, more generally, any breach of its contractual, legal or regulatory obligations.

The financial consequences of non-compliance (sorting, reworking, re-inspection, scrap, logistics, production stoppages, customer penalties, etc.) shall be determined in accordance with the provisions of Article 5.6.

The financial consequences of delays, defects or delivery contingencies (penalties, exceptional transport, urgent costs, production disruptions, etc.) shall be determined in accordance with the provisions of Article 11.

Acceptance of the Supplies, even after inspection, does not limit the SUPPLIER's liability, which remains fully responsible for the conformity and performance of the Supplies throughout their contractual life.

19.2 Insurance

The SUPPLIER shall take out and maintain, throughout the duration of the Order, professional and product liability insurance with a well-known and solvent insurance company, as well as insurance covering any property belonging to PLASTIVALOIRE that may be entrusted to it. These insurance policies must offer levels of cover appropriate to the industrial, commercial, logistical and technical risks associated with the Supplies. Upon request, the SUPPLIER shall provide a recent insurance certificate, stating the limits of cover, excesses and exclusions. The SUPPLIER shall immediately inform PLASTIVALOIRE of any changes or cancellations. Taking out insurance does not limit the SUPPLIER's obligations and responsibilities.

PLASTIVALOIRE may exercise any recourse against the SUPPLIER independently of the actions of its own customers or insurers.

Any limitations of liability of the Supplier appearing in its commercial documents shall not be enforceable against PLASTIVALOIRE.

20. Documents to be provided by the Supplier

The SUPPLIER undertakes to provide PLASTIVALOIRE, upon signing a contract or upon simple request by PLASTIVALOIRE, with all documents enabling verification of its legal, social and tax compliance, as well as that of any subcontractors.

SUPPLIERS established in France undertake to provide PLASTIVALOIRE with the following documents:

- certification of submission of social declarations and payment of social security contributions and contributions as provided for in Article D.8222-5(1) of the French Labour Code,
- an extract from the Trade and Companies Register (RCS) provided for in Article D.8222-5(2) of the French Labour Code,
- the list of employees provided for in Article D.8254-2 of the French Labour Code (employment of foreign employees),
- certificate of tax compliance.

Any SUPPLIER established outside France must provide equivalent documents issued by the competent authorities of their country of establishment, in accordance with the local legal requirements applicable in their country.

21. Non-competition and non-solicitation

The SUPPLIER shall refrain from contacting, entering into negotiations or establishing, directly or indirectly, any commercial, contractual or pre-contractual relationship with any customer or potential customer of PLASTIVALOIRE with a view to offering, promoting or supplying Supplies that are identical, similar or likely to compete with those ordered by PLASTIVALOIRE.

The SUPPLIER further undertakes to immediately inform PLASTIVALOIRE of any solicitation or commercial proposal from a customer or potential customer of PLASTIVALOIRE, and shall refrain from responding to or accepting such proposals without the prior written consent of PLASTIVALOIRE.

22. Force Majeure

The SUPPLIER undertakes to promptly inform PLASTIVALOIRE of any occurrence of a case of Force Majeure. A case of Force Majeure is any event beyond the control of the debtor, which could not reasonably have been foreseen at the time of conclusion of the Contract and whose effects cannot be avoided by appropriate measures, preventing the performance of all or part of its obligations.

A case of Force Majeure shall exempt the SUPPLIER from the performance of its contractual obligations only to the extent that it effectively prevents it from fulfilling them. The SUPPLIER shall use all reasonable means to limit the impact of Force Majeure.

PLASTIVALOIRE reserves the right to take all necessary measures to ensure the fulfilment of the Order.

PLASTIVALOIRE shall be entitled to terminate the Order if the Force Majeure event persists for more than fifteen (15) calendar days.

23. Termination

23.1 Termination without fault

PLASTIVALOIRE may terminate any Order without compensation or penalty as long as the acknowledgement of receipt of the Order has not been received from the SUPPLIER.

PLASTIVALOIRE may terminate, at its sole discretion, all or part of an Order or a commitment in progress, subject to notifying the SUPPLIER in writing (by registered letter with acknowledgement of receipt or email) with three (3) months' notice.

No indemnity, compensation or penalty shall be due to the SUPPLIER as a result of such termination, unless specifically stipulated otherwise in the Order.

The SUPPLIER shall carry out all instructions from PLASTIVALOIRE to organise an orderly transition.

23.2 Termination for misconduct

In the event of a breach by the SUPPLIER of any of its contractual obligations, PLASTIVALOIRE may terminate the Order automatically, without legal formalities, eight (8) days after a formal notice has remained without effect, sent by registered letter with acknowledgement of receipt or email with read receipt.

Termination for breach shall apply without prejudice to any damages that PLASTIVALOIRE may claim.

23.3 Effects of termination

In the event of termination, for any reason whatsoever, the SUPPLIER shall carry out all instructions from PLASTIVALOIRE in order to ensure an orderly transition and avoid any interruption in production. The SUPPLIER shall immediately return all documents, information, tools, equipment, data, plans or items belonging to PLASTIVALOIRE or made available to it.

Supplies in production at the time of termination shall only be completed if PLASTIVALOIRE expressly requests this in writing. PLASTIVALOIRE may also require the delivery of all semi-finished items, parts in progress, materials or components dedicated to its Orders, at a price determined according to the progress made.

Termination shall not release the SUPPLIER from its prior obligations, in particular with regard to confidentiality, compliance, warranty, liability or restitution. PLASTIVALOIRE may call upon any third party to ensure the continuity of its business, at the SUPPLIER's sole expense in the event of termination for fault.

24. Final provisions

24.1 Partial invalidity

If one or more provisions of these GTCP prove, for any reason whatsoever, to be invalid, illegal or unenforceable, they shall be deemed unwritten, without affecting the validity of the other provisions.

The invalidated provision shall be replaced by a valid provision that most closely reflects the intended economic effect.

24.2 Entire agreement and amendments

These GTCP, together with the special conditions appearing on the Order and any document expressly referenced, constitute the entire agreement between PLASTIVALOIRE and the SUPPLIER.

They replace any previous agreement, commitment, correspondence or information relating to the subject matter of the Order, whether written or oral.

No document, exchange or commitment prior to the issue of the Order may be invoked by the SUPPLIER unless it

has been expressly incorporated or appended to these GTCP or to the special conditions.

No modification, waiver or derogation from these GTCP shall be enforceable against PLASTIVALOIRE, unless expressly agreed in writing by a duly authorised representative of PLASTIVALOIRE.

PLASTIVALOIRE reserves the right to update or modify these GTCP at any time. The updated version of the GTCP will be communicated or made available to the SUPPLIER, in particular on the PLASTIVALOIRE website, and will apply to all future Orders issued after their communication.

24.3 Non-waiver

The fact that PLASTIVALOIRE does not invoke a breach does not constitute a waiver of its right to invoke it at a later date.

24.4 Assignment

The Order may not be assigned by the SUPPLIER, in whole or in part, without the prior written consent of PLASTIVALOIRE.

However, such consent shall not be required for an assignment made to:

- a subsidiary or affiliate of the SUPPLIER,
- an entity resulting from a merger, demerger, acquisition or similar transaction,
- or a purchaser of the SUPPLIER's business,

on the express condition that the transferee company is not a direct or indirect competitor of PLASTIVALOIRE.

In any event, the SUPPLIER remains obliged to inform PLASTIVALOIRE in advance and guarantees that the transfer will not harm the commercial, industrial or strategic interests of PLASTIVALOIRE.

PLASTIVALOIRE may freely assign or transfer all or part of the Order or these GTCP to any company within the PLASTIVALOIRE Group or to any entity succeeding its activities, upon simple written notification to the SUPPLIER, provided that the transferee company is not a direct or indirect competitor of the SUPPLIER.

This assignment shall not require the prior agreement of the SUPPLIER and shall be enforceable against the latter upon notification.

24.5 Applicable Law - Jurisdiction

These GTCP are governed by French law.

The Parties shall endeavour to settle between themselves, in good faith and amicably, any dispute that may arise concerning the interpretation and/or performance of these GTCP and its consequences.

Any dispute that cannot be resolved in this manner within one (1) month shall be brought before the Commercial Court of Tours (FRANCE), which shall have exclusive jurisdiction to hear any proceedings, including in the event of third-party intervention or multiple defendants, with the exception of emergency proceedings brought by way of summary proceedings or petition.

However, if one of the Contracting Parties is a subsidiary of PLASTIVALOIRE located outside Europe, the courts of the country where the subsidiary has its registered office shall have jurisdiction and the law of that country shall apply.

PLASTIVALOIRE and the SUPPLIER expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980.



GENERAL TERMS AND CONDITIONS OF PURCHASE

Supplier (company name and registered office): _____
Represented by a legal representative _____
Acting in the capacity of _____