

DROSSBACH GENERAL TERMS AND CONDITIONS OF PURCHASE

1 - DEFINITIONS	1
2 - PURPOSE AND SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE	2
3 - CONTRACTUAL DOCUMENTS	2
4 - ORDER	3
5 - DELIVERY AND PACKAGING OF PRODUCTS	3
6 - QUALITY	4
7 – ACCEPTANCE - CONFORMITY	4
8 - PRICE, INVOICING AND TERMS OF PAYMENT	5
9 - OWNERSHIP AND RISK	6
10 - TERMINATION	7
11 - CONTRACTUAL WARRANTY	7
12 - LIABILITY / LIMITATION OF LIABILITY	8
13 - REGULATORY OBLIGATIONS	8
14 - FORCE MAJEURE	9
15 - INSURANCE	9
16 - TRANSFER AND SUBCONTRACTING	9
17 - CONFIDENTIALITY	10
18 - INTELLECTUAL PROPERTY	10
19 - PRICE GUARANTEE	10
20 - CUSTOMS INSPECTIONS AND EXPORT	11
21 - WAIVER	11
22. INDEPENDENCE OF CLAUSES	11
23 - LANGUAGE	12
24 - APPLICABLE LAW / COMPETENT JURISDICTION	12

1 - DEFINITIONS

The following terms used with an initial capital letter in the General Terms and Conditions of Purchase have the following meanings:

- Purchase Order: denotes all documents by which DROSSBACH orders Products and/or Services.
- GTCP: refers to these General Terms and Conditions of Purchase.
- Contract: is defined as all of these General Terms and Conditions of Purchase and the Contractual Documents mentioned in Article 3.
- DROSSBACH: refers to the customer, the company which places the order for the purchase of Products and/or Services.
- Contractual Documents: includes all of the following documents: the DROSSBACH Purchase Order, the specific purchasing conditions negotiated and accepted by the Parties, the DROSSBACH supplier requirements, the supplier request application and any other document provided by DROSSBACH.
- Parties: refers jointly to DROSSBACH and the Supplier.
- Products: denotes any product, merchandise, materials, equipment and tools covered by this Contract, including but not limited to all production parts, components, assemblies, accessories, raw materials, items, repairs, replacements and substitutions thereof.
- Services: means any provision of services, including intellectual services.
- Supplier: refers to the party that supplies the Products and/or Service to DROSSBACH.

2 - PURPOSE AND SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE

These GTCP shall apply to all orders issued and purchases made by DROSSBACH to the Supplier, notwithstanding any clause to the contrary in any document issued by the Supplier.

The Supplier has read and accepts these General Terms and Conditions of Purchase, including all the Contractual Documents relating thereto. The Parties agree that no condition (including the contractual conditions submitted by the Supplier pursuant to an offer or an Order confirmation) other than those of the Contract shall apply to the Parties, however, prejudice to the mandatory provisions provided for by the law applicable to the Contract. Neither silence on the part of DROSSBACH, nor acceptance of delivery of the Products and/or Services, nor payment for the Products and/or Services may be interpreted as tacit acceptance by DROSSBACH of the Supplier's conditions.

3 - CONTRACTUAL DOCUMENTS

These GTCP are supplemented, where applicable, by the following Contractual Documents:

1. The DROSSBACH purchase order;
2. The specific purchasing conditions negotiated and accepted by the Parties (where applicable);
3. DROSSBACH's supplier requirements;
4. The Supplier request file;
5. any other document provided by DROSSBACH.

In the event of conflicts between the provisions of the Contract, the order of application shall be as stated above. The GTCPs are applicable last.

The Contract constitutes the entirety of the agreement between the Parties and supersedes all prior declarations and/or agreements, explicit or implicit, written or oral. Any other document is excluded from the contractual scope.

4 - ORDER

4.1. The Products and/or Services ordered must give rise to a Purchase Order issued by DROSSBACH, for an indefinite period (open order) or a definite period (closed order), of which the Supplier must provide acknowledgement of receipt to DROSSBACH within 48 hours of its issue date. DROSSBACH's Purchase Orders are valid and mandatory only if issued in writing. The written form shall be deemed to be satisfied if the purchase orders are sent by e-mail or any other electronic means of remote data transmission determined by DROSSBACH.

4.2. The order shall be deemed to have been accepted and the Contract to be formed without reservation by the Supplier on the date on which the acknowledgement of receipt of the order is issued by the Supplier, or failing that, once all or part of the order has been executed by the Supplier.

4.3. If no acknowledgement of receipt of the order is received within the aforementioned period, DROSSBACH may consider the order to be null and void, even if the Supplier has begun to execute it. Consequently, DROSSBACH may revoke the order at any time, with immediate effect, without prior notice or any particular formality. The cancellation of an order shall not entitle the Supplier to any compensation, indemnification or damages of any kind whatsoever.

4.4. Any Acknowledgement of Receipt issued by the Supplier that differs from the Purchase Order issued by DROSSBACH shall constitute a new purchase offer and must be expressly accepted in writing by DROSSBACH.

4.5 At any time, DROSSBACH may request a change to the Order, even after having received the acknowledgement of receipt of the Purchase Order from the Supplier. In this case, the Supplier shall immediately inform DROSSBACH of the effects of such change request, including but not limited to changes in costs, schedule, delivery date, and the Parties shall agree on a reasonable contractual adjustment.

Should the Parties fail to reach an agreement before the date set by DROSSBACH for the start of the implementation of the changes, DROSSBACH expressly reserves the right to terminate the Contract in whole or in part, without any liability to the Supplier and without giving the Supplier any right to any compensation, indemnity or damages of any kind whatsoever.

4.6 Any change to the Order due to action by the Supplier must be subject to the prior written agreement of DROSSBACH.

5 - DELIVERY AND PACKAGING OF PRODUCTS

5.1 General terms and conditions of delivery

The Products shall be delivered in accordance with the incoterms DAP ICC 2020, unless otherwise agreed by the Parties, in particular in the Purchase Order and/or DROSSBACH's logistics requirements.

The place and date of delivery shall be determined by DROSSBACH and shall be listed in the Purchase Order. Delivery will take place during the opening hours of DROSSBACH or of the recipient of the delivery.

All deliveries must be accompanied by a detailed delivery slip specifying in particular the order number, the address of the establishment and the department specified on the purchase order, the type and quantity of the products, and the nature of the packaging, failing which, DROSSBACH shall be entitled to refuse the order.

5.2 Packaging

The Supplier must provide, at its own expense and under its responsibility, the packaging necessary for the appropriate and optimal protection of the Products during transport, to the place of delivery listed on the purchase order, as well as during their storage time at DROSSBACH.

The packaging and labelling of the products must be compliant with the applicable legal provisions and the specifications listed in the Contract.

5.3 Timetable

The schedule for the performance of the Services or the delivery of the Products is set in the Contract.

The Supplier is informed of the mandatory nature of the execution and delivery deadlines, and the delivery terms set out in the Contract, and undertakes to comply strictly with them, it being understood that the deadlines thus stipulated already take into account the technical contingencies affecting the performance and delivery of the Services and/or Products ordered.

The Supplier is aware that significant damage may occur if the Products and/or Services are not delivered or performed in accordance with the agreed timetable and undertakes to bear any damage that may be caused. Any early delivery, whether partial or in excess, must be the object of prior, express and written authorization by DROSSBACH. In the absence of such authorization, the quantities delivered in advance or in excess shall be returned to the Supplier or stored at its expense.

5.4 Penalties for late delivery

The Supplier must inform DROSSBACH immediately, by registered letter with request for acknowledgement of receipt or by email to the DROSSBACH's key account manager in charge of the Supplier, of any difficulty encountered in the performance and delivery of the Services and/or Products ordered, in particular of any foreseeable delay in the performance and delivery of the services and/or products, without this notification having the effect of exonerating it from its responsibility.

In such a case, the Supplier undertakes to provide DROSSBACH with documented evidence of these difficulties and the measures implemented to remedy them.

Without prejudice to its right to claim compensation for the damage suffered and/or its right to terminate all or part of the Contract, in the event that the Supplier fails to comply with its contractual commitments, DROSSBACH may automatically apply, without the need for formal notice, late payment penalties equal to 2% of the value of the total amount of the Order or the batch in question, per day of delay.

In the event that DROSSBACH is charged late penalties by its own customers as a result of the Supplier's initial default, DROSSBACH shall be entitled to pass these penalties on to the Supplier, provided it can show documented proof.

If DROSSBACH accepts the delivery or performance of the delayed Products and/or Services, at DROSSBACH's request, the Supplier shall pay the aforementioned penalties before DROSSBACH has paid the Price in full.

6 - QUALITY

The Supplier undertakes to produce and deliver the Product and/or Service ordered by DROSSBACH, in accordance with current practices and the level of quality required in its sector of activity, and specified, where applicable, in the Contract, in particular in the DROSSBACH requirements and/or specifications.

The Supplier acknowledges having received the quality requirements required by DROSSBACH and undertakes to strictly comply with them.

The Supplier, as an expert in its sector of activity, is required to provide DROSSBACH with all advice, information, recommendations, instructions, alerts to non-compliance with the applicable laws and regulations, as well as all opportunities for improvement, relating to the quality and safety of the Products and Services covered by the Contract.

The Supplier shall continuously monitor the quality of the delivered Products. The Supplier agrees to perform and document reliable quality checks of the Products during production and prior to shipment.

7 – ACCEPTANCE - CONFORMITY

7.1 Products

The mere signing of the Supplier's or the carrier's delivery note does not constitute receipt of the Products and does not relieve the Supplier of its obligation to deliver the Products in conformity and free of defects. The Products shall be deemed to have been received only after the conformity of the delivery with the Order and the other contractual documents has been ascertained, in particular as regards quality and quantity.

Neither the payment, acceptance, nor the receipt of the Products shall constitute acknowledgement of the absence of defects and do not limit the rights of DROSSBACH hereunder.

In the event of non-conformity observed by DROSSBACH, the latter shall issue a notice of total or partial non-conformity to the Supplier, and make the non-conforming Products available to it for verification. Without prejudice to its right to secure compensation for the damage suffered and/or to apply late penalties, DROSSBACH may immediately demand from the Supplier, depending on the circumstances:

- the free replacement of the non-conforming Products;
- the free repair of the non-conforming Products;
- the delivery of the missing quantities;
- or the issuance of a partial or total credit note.

The additional requirements concerning the inspection of goods under the United Nations Convention on the International Sale of Goods are not applicable.

7.2 Services

The services ordered may not be considered received until they have been effectively and completely performed in accordance with the terms and conditions of the Contract, in particular the specifications.

Neither payment, acceptance nor receipt of the Services shall constitute acknowledgement of the absence of defects and shall not limit the rights of DROSSBACH hereunder.

In the event of non-conformity of the delivered Service, DROSSBACH shall issue a statement of total or partial non-conformity to the Supplier and make available to the Supplier all the items proving this non-conformity. Without prejudice to its right to compensation for the loss suffered and/or to the application of late penalties, DROSSBACH may immediately demand from the Supplier, depending on the circumstances:

- the immediate delivery of the Service in accordance with the contractual provisions;
- the re-execution of these Services, at its sole expense;
- the issuance of a partial or total credit note.

7.3 Failure to remedy a breach or non-conformity

If the Supplier fails or is unable to remedy a default or non-conformity within the deadlines and under the conditions required by DROSSBACH, or if this default or non-conformity is of such a nature that it cannot be remedied within the time limits and under the conditions required by DROSSBACH, DROSSBACH may:

- cancel/terminate all or part of the Contract;
- demand immediate reimbursement of the price of the Products and/or Services;
- perform, or arrange for the replacement or repair of non-compliant Products/Services by a third party of its choice, at the Supplier's sole expense.

7.4 Rejection of Products/Services

DROSSBACH shall be entitled to reject the Products/Services in the following cases:

- the Products/Services delivered are defective or non-conforming;
- the reservations based on non-conformity established by DROSSBACH have not been remedied within the deadlines;
- non-conformity with the delivery schedule for the Products or performance of the Services, under the conditions provided for in the Contract.

Within five (5) business days of notification of rejection, rejected Products must be recovered by the Supplier at its own expense and risks. After this period, DROSSBACH may either destroy the Products or return them to the Supplier, without any liability, at the latter's sole cost, expense and risk.

8 - PRICE, INVOICING AND TERMS OF PAYMENT

The price, payment and invoicing conditions are set out in the Purchase Order or any other Contractual Document.

8.1 Price

The price set in the Contract is firm and final.

The price set is exclusive of tax and shall be deemed to include all costs relating to the packaging, conditioning, insurance and transport of the Products to their place of delivery, as well as all taxes and customs duties, unless otherwise stipulated in the Contract.

Notwithstanding the foregoing, each Party may submit a written request to the other Party to revise the price in the event of a change in the context and circumstances, supported by documentary evidence.

The Parties must meet within fifteen (15) days of receipt of this request in order to discuss in good faith the admissibility of this request, particularly with regard to the financial and economic constraints existing at the date of the request. The Parties shall not be obliged to come to an agreement on price revision. Any price adjustment shall be applicable only upon signed mutual agreement between the Parties.

8.2 Currency

The payment currency will be the currency in which the purchase order was drawn up. Under no circumstances may a change in currency parity be taken into consideration.

8.3 Invoicing

The currency used shall be that specified in the Purchase Order or in any other Contractual Document agreed between the Parties.

Invoices shall be sent in writing to the DROSSBACH Accounting Department at the address listed on the purchase order or any other Contractual Document and must include the references of the order, the purchase order, as well as all the information required by the law applicable to the Contract.

Invoices must be issued at the earliest on the date on which the Products/Services were delivered or performed. DROSSBACH is entitled to refuse, return and withhold payment of invoices that do not fulfil the above requirements.

8.4 Terms of payment

Products and services shall be paid for by bank transfer unless otherwise agreed between the Parties depending on the DROSSBACH's local regulations, on the date of receipt of the invoice, within 60 days from the date of receipt of the invoice, unless otherwise agreed between the two Parties or mentioned in the Purchase Orders. Any sum that remains due by DROSSBACH on expiry of this payment period may not give rise to the application of penalties for an amount greater than three times the legal interest rate.

Invoices shall only be due and payable once the Supplier has fulfilled all its obligations under the Contract.

Payment of the price is subject to the full execution/performance/delivery of the Products and/or Service.

In the event of defective delivery/performance, DROSSBACH is entitled to withhold payment until the Supplier has properly performed and delivered the Services and/or Products.

9 - OWNERSHIP AND RISK

9.1 The transfer of ownership of the Products and/or Services shall take place on the delivery date under the conditions provided for in Article 5.1. above.

9.2. Clause 9.1. shall apply unless otherwise stated and/or unless an Incoterm has been set out in the Purchase Order or any other Contractual Document.

Should the Supplier take custody of the Product for DROSSBACH after the transfer of ownership, the Supplier must store the Products as manufactured separately and clearly label them as being the property of DROSSBACH. Storage must be provided at the risk of the supplier under conditions that preserve the integrity of the goods and packaging. The Supplier is required to use the Products solely for the purpose of supplying DROSSBACH with additional Products. No other use is permitted.

The Supplier has no right of retention of title over the Products after delivery. The Supplier shall also ensure that there is no retention of title on the part of its Sub-Suppliers or Sub-Contractors in respect of the Products or Services.

9.3 The risks are transferred upon receipt of the products by DROSSBACH to the place of delivery determined by DROSSBACH in the Purchase Order or any other Contractual Document.

The Supplier shall bear the risk of destruction or loss of the Products until they are delivered to the place of delivery. Should the Product be destroyed, for reasons that are not the responsibility of DROSSBACH, the Supplier shall be obliged to promptly manufacture the Products again as a matter of priority under a new Purchase Order to be issued by DROSSBACH. The provisions of the Contract (including the Price) shall apply to the new Order.

10 - TERMINATION

Without prejudice to the application of the legal provisions set out in the law applicable to the contract or any specific stipulation contained in a Contractual Document, the order may be terminated by DROSSBACH as of right:

(i). Should the Supplier fail to fulfil any of its contractual obligations and not remedy this failure within 8 days of receipt of the registered letter with acknowledgement of receipt sent by DROSSBACH to the Supplier notifying it of this failure. In this case, termination shall not constitute a waiver by DROSSBACH of its right to claim compensation for any loss suffered as a result of the Supplier's failure to fulfil its obligations.

(ii). In the event of a change in the direct or indirect control of the Supplier, or in the event of the transfer of its business, subject to a notice period of 8 days from receipt of the registered letter with acknowledgement of receipt sent by DROSSBACH to this effect.

(iii). Where an order is open, at any time, subject to a period of notice of 3 months from receipt of the registered letter with acknowledgement of receipt sent by DROSSBACH to this effect. In this case, no compensation, on any grounds whatsoever, shall be due to the Supplier as a result of this termination.

DROSSBACH's placing of multiple successive orders with the Supplier shall not be deemed to constitute an established commercial relationship. DROSSBACH shall not be required to give any notice in the event of non-renewal of one or more orders.

11 - CONTRACTUAL WARRANTY

Without prejudice to the application of the regulatory provisions provided for by the law applicable to the agreement or any specific provision mentioned in the Contract, the Supplier guarantees the Products and/or Services covered by the order against any design and/or execution defect affecting them for thirty-six (36) months from the date of receipt by DROSSBACH, or by a third party designated by DROSSBACH, or acceptance of the Products and/or Services.

For machines and equipment, the thirty-six (36) month guarantee period shall begin on the date of acceptance indicated in the written declarations of receipt/approval.

For spare parts, the warranty period of thirty-six (36) months begins after their installation and commissioning.

For Products delivered that are the subject of a defect search and/or correction, any warranty period that has already started shall be extended for the duration of the disruption of operations.

In the case of corrected Products, the warranty period shall begin on completion of the correction and after acceptance by DROSSBACH of the corrected Products.

The warranty period shall also include downtime caused by defects/deficiencies in the delivery of the Products or the performance of the Service.

Depending on the circumstances and at DROSSBACH's discretion, the guarantee includes:

- free and immediate replacement of the products or new free delivery of the service;
- immediate and free repair of the guaranteed products;
- the issue of a partial or total credit note.

DROSSBACH may also, where necessary, have the products replaced or repaired by a third party of its choice, or have the service performed by a third party of its choice, after consultation with the Supplier and at the latter's expense.

In the case of minor defects, DROSSBACH may, at its sole discretion, correct them itself, without prior coordination with the Supplier, and without this correction limiting the obligations of the Supplier that result from its responsibility for the defects. The costs and expenses incurred to perform these corrective measures shall be borne exclusively by the Supplier.

All direct or indirect costs arising from the application of this contractual warranty shall be borne exclusively by the Supplier. The implementation of this contractual warranty does not affect DROSSBACH's right to claim compensation for the damage suffered as a result of the delivery of a Product/Service affected by a defect.

If the products covered by the order are parts specifically designed for the automotive market, the supplier guarantees to maintain production capacity for these parts for a period of 15 years from the announcement and official notification of the cessation of production of the final product.

12 - LIABILITY / LIMITATION OF LIABILITY

12.1 If the Supplier is held liable in the event of a breach of any of its obligations, it undertakes to compensate DROSSBACH for all the damage suffered by it, whether direct or indirect, including the consequences of DROSSBACH's breach of its own obligations towards its customers and caused by the initial breach of the Supplier or one of its subcontractors, notwithstanding any provision to the contrary contained in any other document issued by the Supplier.

DROSSBACH's acceptance of the initial samples does not release the Supplier from its liability for any defect, damage or loss, and does not imply acceptance of the Products/Services delivered and/or to be delivered. DROSSBACH's acceptance of the Products/Services does not release the Supplier from its liability for any hidden or concealed defect, regardless of when it was found, notwithstanding the transfer of ownership and risks.

12.2 In any event, the liability of DROSSBACH that may be incurred in the context of the contractual relations with the Supplier shall be strictly limited to compensation for the direct and actual damage suffered by the latter and the reimbursable costs that are reasonably incurred by the Supplier and only insofar as sufficient and acceptable documentary evidence of such damage is presented to DROSSBACH, to the exclusion of any other damage such as commercial or administrative disruption, or damage suffered as a result of a liability action brought by a third party against the Supplier.

The Supplier releases DROSSBACH from all actions that may be brought against DROSSBACH due to a breach of safety regulations or national and foreign provisions or laws relating to product liability, due to the defectiveness of the Products and/or Services delivered by the Supplier.

13 - REGULATORY OBLIGATIONS

The Supplier undertakes to comply with all legal and regulatory obligations applicable to its commercial activity, as well as all specific legal and regulatory provisions applicable to the execution and delivery of the Products/Services ordered.

The Supplier undertakes to comply with the provisions of the Delfingen Group's Code of Conduct available on www.delfingengroup.com. The Supplier undertakes to ensure that its own suppliers or subcontractors comply with all legal and regulatory obligations applicable to their activities and to behave ethically in business relations, and in particular to comply with Delfingen Group's Code of Conduct as well as those required by DROSSBACH's customers.

13.1 Labour standards

The Supplier undertakes to comply with all applicable legal and regulatory requirements as regards labour law. In particular, the Supplier shall refrain from directly or indirectly employing children who do not have reached the legal minimum working age. The Supplier undertakes to comply with the requirements of an occupational safety management system according to OHSAS 18001 (ISO 45001) or a comparable standard.

The Supplier undertakes to comply with all applicable regulations relating to competition, corruption, taxation, foreign trade, customs, environmental protection, work safety, data protection and product safety, as well as IT security.

13.2 Environment

The Supplier undertakes to comply with all applicable legal and regulatory requirements as pertains to environmental protection, and in particular undertakes:

- to use raw materials and minerals, complying in particular with the REACH regulation, the RoHS Directive, and the laws relating to the marketing of minerals likely to be extracted in politically unstable territories.
- to comply with the requirements of an environmental management system according to ISO 14001 or a comparable standard.
- to respond to the surveys, questionnaires and audits conducted by DROSSBACH and/or its customers.

- to provide the carbon footprint of the Products and/or Services provided (including the transport of the Products when borne by the Supplier) in accordance with international standards for life cycle and carbon footprint analysis: ISO 14040:2006, ISO 14044:2006 and ISO 14067:2018.

13.3 IT Security - Personal Data

In the interest of greater protection for personal data and driven by the relevant laws and regulations, in particular the Data Protection Act of 6 January 1978 as amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable from 25 May 2018, the Supplier undertakes to comply with the applicable regulations in force, and in particular the DROSSBACH IT Security Specifications, which will be sent to it.

In this context, DROSSBACH may at any time verify that the Supplier complies with the security requirements. Inspections may be carried out by DROSSBACH or be delegated to a third party. Before any inspection, DROSSBACH undertakes to notify the Supplier, giving at least 2 days' notice, and to indicate the objectives sought as well as the procedures for such an inspection.

Nonetheless, an urgent inspection may be necessary, in particular in the event of a security incident, in which case the Supplier waives the application of a notice period.

14 - FORCE MAJEURE

Cases of force majeure preventing the execution and delivery of the products and/or services ordered shall be interpreted strictly, in conformity with the law applicable to these GTCP. Cases of force majeure, in particular riots, epidemic/pandemic, government actions and other unforeseeable, inevitable and serious events suspend the contractual obligations of the Parties for the duration of the disruption and to the extent that they are affected by the event(s). This suspension will only last as long as the execution is halted. Execution will automatically resume at the end of this temporary impediment.

The Parties shall immediately provide the required information and adapt their obligations to the modified conditions, in good faith and to a reasonable extent. In the event that a case of force majeure lasts for more than 30 consecutive days, DROSSBACH would be entitled to automatically terminate the order eight calendar days after receipt by the supplier of a registered letter with acknowledgement of receipt notifying it of this termination.

15 - INSURANCE

The documentation, products or tools belonging to DROSSBACH and provided to the Supplier for the purpose of completing the order, if the Products and/or Services covered by the order stored by the Supplier on behalf of DROSSBACH, are placed under the latter's responsibility. In this respect, the Supplier shall take out a property damage insurance policy covering such property against all risks, in particular theft, destruction or fire.

The Supplier shall take out an insurance policy covering the financial consequences of a breach of its contractual obligations.

In particular, the Supplier shall take out and maintain in effect, with a solvent insurance company, an Operational Civil Liability and Civil and Professional Liability insurance policy covering the financial consequences of its liability that may be sought in the event of bodily injury, material or immaterial damage, consequential or non-consequential losses, as well as in the event of purely financial losses, caused to DROSSBACH or a third party as a result of its Products and/or Services.

This insurance shall cover the costs of the recall campaign incurred by the Supplier or by DROSSBACH or by its own customers.

At any time, at the request of DROSSBACH, the Supplier must immediately provide a certificate of its insurance and the guarantees relating to it, as well as proof of the correct payment of the premiums. It shall ensure that its own suppliers or any subcontractors comply with the provisions of this clause.

Taking out the aforementioned insurance policy does not constitute a limit of the Supplier's liability.

16 - TRANSFER AND SUBCONTRACTING

The Supplier may not assign all or part of the order, even free of charge, to a third party, without DROSSBACH's prior written consent. The order may not be outsourced, whether in full or in part, directly or indirectly, without the prior written agreement of DROSSBACH. In the event that DROSSBACH authorises subcontracting, the Supplier shall remain solely and entirely responsible to DROSSBACH for the execution and delivery of the Products and/or Services under the conditions set out in the Contract.

The Supplier shall be solely responsible for the actions and supervision of its partners, suppliers and subcontractors. In the event that all or part of the Contract is subcontracted to a third party subject to international sanctions, whether due to its shareholding, its business, its legal entity or any other form, the Supplier shall be held liable and shall be required to compensate DROSSBACH for all damage caused, whether material and/or immaterial.

17 - CONFIDENTIALITY

17.1. In the absence of a valid confidentiality agreement between the Supplier and DROSSBACH, Article 17 of these General Terms and Conditions of Purchase shall apply between the Parties.

17.2 The Supplier undertakes to keep confidential all technical, administrative, organizational, industrial, commercial and financial information communicated by DROSSBACH in the context of its contractual relations with the Supplier, whatever the form in which such information is provided (written, verbal, physical, etc.) and all information to which the Supplier has access in the context of the performance of the delivery contracts (including, but not limited to, the purpose of the delivery itself, its possible uses, as well as the type/form and volume of its production) and unless necessary to achieve the contractual purpose, not to record, disclose or use such information. The Supplier undertakes to require its employees and potential suppliers or subcontractors to comply with this clause.

Notwithstanding the termination of the Contract, the restrictions relating to the use and disclosure of the Confidential Information shall remain in effect and cease to have effect only when the Confidential Information is considered to be in the public domain.

Within 30 (thirty) days of the expiry or termination of the Contract, for any reason whatsoever, the Supplier undertakes to:

- (i) return all Confidential Information, including all copies, or,
- (ii) destroy any document or medium in any form whatsoever containing all or part of such Confidential Information and, at the express request of DROSSBACH, certify it in writing;
- (iii) no longer use the Confidential Information and any other document, in any form whatsoever, containing all or part of the Confidential Information.

The Supplier is prohibited from referring to the contractual relations it has with DROSSBACH in any commercial communication, up to five years after the end of these relations.

Notwithstanding the termination of the Contract, the breach of this obligation may give rise to the conviction of its perpetrator for damages if a loss has resulted for DROSSBACH.

18 - INTELLECTUAL PROPERTY

The Supplier may freely make use of the documents and equipment necessary for the execution and delivery of the products and/or services of the order, and may freely sell these products and/or services, without infringing the intellectual property rights of a third party. Consequently, the Supplier guarantees DROSSBACH against any claim by a third party on the intellectual property rights relating to the aforementioned documents, equipment, products and/or services. Should a third party commit an action on this principle which results in the prohibition or limitation of the use or sale by DROSSBACH of the products and/or services of this order, the Supplier shall be solely liable for all the harmful consequences for DROSSBACH resulting from this action.

If DROSSBACH uses a third party to complete and deliver the services and/or products due to a default by the supplier, the latter waives any intellectual property rights on these products and/or services.

The Supplier undertakes to respect all intellectual property rights that may apply to the documents, tools and equipment entrusted to it by DROSSBACH in the context of the execution and delivery of the products and/or services of this order, and shall refrain from any hypothesis of use of these documents, tools and equipment outside the context of the execution and delivery of the services and/or products that are the subject of this order.

DROSSBACH is deemed to the holder of all intellectual property rights applicable to the documents (studies, drawings, etc.), tools and equipment (prototypes, models, etc.) ordered from the Supplier. The Supplier may not claim any ownership on these elements outside the framework of a specific agreement concluded with DROSSBACH.

19 - PRICE GUARANTEE

The Supplier guarantees DROSSBACH prices at least as favourable as those which it applies to its other customers, for identical or similar Products/Services in quality and quantity. If the Supplier reduces its prices to its other customers during the term of the Contract, the Supplier will also reduce the price applied to DROSSBACH for identical or similar Products/Services.

20 - CUSTOMS INSPECTIONS AND EXPORT

20.1 Credits or profits resulting or arising from these GTCP, including commercial credits, export credits or reimbursements of customs duties, taxes or fees, belong to DROSSBACH. The Supplier shall provide all necessary information (including written documentation and records of electronic transaction) to enable DROSSBACH to receive such profits or credits, and to fulfil all customs obligations related to it, origin marking or labelling requirements and local content origin requirements. The Supplier shall secure all necessary export licenses or authorisations to export the goods unless otherwise provided herein, in which case the Supplier shall provide all necessary information to enable DROSSBACH to secure such licenses or authorisations. The Supplier shall make all necessary arrangements for the goods to be covered by any duty deferral or free zone programme run by the country of import.

20.2 Export control

The Supplier undertakes to comply with all applicable treaties, laws or regulations on export control. The Supplier undertakes not to work, whether directly or indirectly, with any legal entity or individual subject to export control sanctions, anywhere in the world.

The Supplier shall secure any export license or other documentation required prior to the export or re-export of any Product/Services including technical data, software or software source code covered by this Contract or any direct product of such technical data, software or software source code.

Accordingly, the Supplier shall not sell, export, re-export, transfer, divert or otherwise dispose of any such products, technical data, software or software source codes, directly or indirectly, to any person, company, entity, country or countries prohibited by any applicable treaty or laws.

The Supplier shall secure, at its own expense, the necessary export and import licenses and documents for each respective party to fulfil its obligations hereunder.

20.3 Tariff classification

The Supplier shall provide DROSSBACH with at least a valid HS code (6 digits) for all the references sold. The Supplier shall be responsible for the validity of the customs classification in accordance with international regulations as defined by the World Customs Organization (WCO). The Supplier shall be required to inform DROSSBACH in the event of a change in the price classification of references already sold. Should the supplier provide incorrect information, whether voluntarily or not, it shall be held liable. All financial costs (penalties, fines) or indirect costs stemming from a possible dispute based on the tariff classification will then be invoiced in full to the supplier.

20.4 Customs origin

The Supplier is required, for each reference sold, to provide a certificate defining the customs origin of the goods. This certificate must explicitly state the place of production (non-preferential origin) in accordance with the local regulations in effect. This document must be provided on request within a maximum of 3 weeks. As the Supplier is established in the European Union, it will be obliged to send DROSSBACH a long-term supplier declaration in accordance with the European regulations in effect (c.f: Regulation (EC) No 1207/2001). The Supplier must also be able to inform DROSSBACH, upon request, if the goods sold have a preferential origin under the free trade agreements in effect. Were the Supplier to provide incorrect information, whether intentionally or otherwise, it shall be held liable. All financial costs (penalties, fines) or indirect costs due to a possible dispute on the basis of customs origin (non-preferential and preferential) will then be invoiced in full to the Supplier.

21 - WAIVER

Any waiver by DROSSBACH of the provisions of a clause of the Contract, as well as any tolerance by DROSSBACH regarding the content and scope of a clause, even if extended over time, does not result in the renewal of the contractual documents. DROSSBACH may not waive its rights except by express written declaration.

22 - INDEPENDENCE OF CLAUSES

If one of the clauses of the Contract is declared null and void or unenforceable, the other clauses shall continue to have full effect, provided that the general structure of the Contract can be safeguarded.

The parties shall then agree on a mutually satisfactory clause, valid and in accordance with their initial intention, to replace the clause declared null or unenforceable.

23 - LANGUAGE

These GTCP are drawn up in English, which is the authentic language for the application and interpretation of these GTCP and the Contract signed with the Supplier. Only the French version of the GTCP shall prevail, and any translation is made for information purposes only.

24 - APPLICABLE LAW / COMPETENT JURISDICTION

The contracts, including these GTCP, are governed by the law of the country or the state in which the purchasing DROSSBACH company is located.

The parties shall endeavour to settle amicably all disputes relating to the interpretation and execution of these GTCP and the Contracts. Should they fail to do so, and in the absence of an agreement to the contrary within 30 days of the first exchanges, the Court in which the purchasing DROSSBACH company is located shall have sole jurisdiction for all disputes relating to the Contract, even in the event of a warranty claim or multiple defendants.