

## 1. SCOPE OF APPLICATION

These Terms of Purchase (TP) shall form an integral part of the order issued by the Purchaser (the "Company") to the Supplier. They shall derogate from and/or supplement the Supplier's terms of sale if they have been transmitted. The TP shall apply to any order relating to the acquisition of Products or the supply of services.

## 2. FRAMEWORK FOR THE RELATIONSHIP WITH THE SUPPLIER

Any relationship with the Supplier shall be governed, in order of priority, by the following documents:

- the issued order,
- the specific terms of purchase, if applicable, included or referenced in the order,
- the schedule of specifications or technical specifications, if applicable,
- these terms of purchase,
- the Supplier's terms of sale.

## 3. SUBCONTRACTED MANUFACTURING

When the purpose of the relationship with the Supplier is to meet the requirements of an Ordering Customer of the Purchaser, the Supplier accepts that the Purchaser is passing on to it all of the customer's requirements (plans, quality and environmental requirements, deadlines, etc.), requirements that may be subject to change. The Ordering Customer's expectations shall be passed on to the Supplier and may modify the existing relationship or even prevent its continuation.

## 4. ORDERS

Orders shall be issued in writing.

In the absence of written reserves from the Supplier, the order shall be deemed to have been accepted, as to all of its terms and conditions, eight calendar days after receipt. The same shall apply if the Supplier commences performance of the order. The specific provisions stipulated in the order or special terms in contradiction with these TP shall prevail over the corresponding provisions of the TP.

## 5. CANCELLATION – MODIFICATION OF ORDERS

The Company may cancel its order provided the Supplier has not accepted such order or has not commenced performance thereof. The Company, with the Supplier's consent, may modify its order at any time.

## 6. FORECASTS IN ORDERS

If an order from the Company includes forecast quantities, such quantities are only provided for information purposes and shall not be deemed to constitute a firm commitment to purchase by the Company.

## 7. OBLIGATIONS OF THE SUPPLIER

The Supplier shall be bound by an absolute obligation to comply with the terms of the order, including with respect to deadlines, dates, conformity and performance. The Supplier shall also have a duty to advise and inform the Company. In particular, in its capacity of a specialist, the Supplier shall provide comments on any schedule of specifications issued by the Company. The Company may then modify its schedule of specifications. The Supplier agrees to comply with industry standards, the laws and regulations in force in France or in any country where its customers are located, as well as all of the provisions of the country in which it is located, French, European or international standards and the Company's internal instructions, standards and specifications, which the Supplier represents it has been informed of.

## 8. DOCUMENTS

The Supplier shall be obligated to provide the Company, as of the agreed deadlines, with all of the necessary or customary documents, in French, for the supplies or services, including, but not limited to, plans, technical files, certificates of conformity, customer homologation files, if applicable, and product safety sheets. In the absence of agreed deadlines, the documents shall be delivered to the Company no later than the date of acceptance of the item ordered, as defined herein below. The documents with respect to shipping, customs and delivery shall be delivered to the Company as required and no later than the time of delivery.

## 9. PROGRESS INSPECTIONS

The Company reserves the right to verify the progress and the proper performance of the order by the Supplier and/or its subcontractors without prejudice to any of its rights, including those resulting from Article 13.

## 10. DELIVERY DEADLINES – LATE DELIVERY PENALTIES

Compliance with the delivery deadline included in the order shall be deemed a determinant condition for the Company's issuance of the order. Unless specific prior authorization to do otherwise has been received, all deliveries must be made in

their entirety, without any partial deliveries. The Supplier must immediately inform the Company of any incident capable of causing an anomaly and/or a delay in delivery. In the absence of such information as to the probability of a delay, the Supplier shall be liable for any event capable of generating a delay. The Supplier shall be liable for missing any delivery deadlines and shall be obligated to compensate any damage suffered as a consequence thereof. Any delay in delivery in excess of 48 hours for orders that specify a firm delivery date and in excess of 7 days for any other order shall automatically result in the application of a penalty, equal to 0.5% of the total amount inc. VAT invoiced, per additional calendar day of delay, subject to a ceiling of 5%.

## 11. SUBCONTRACTING

The Company's prior written consent shall be required for the subcontracting of all or a portion of the services ordered. In all circumstances the Supplier shall remain liable for the performance of the order and shall guarantee compliance therewith by its subcontractors.

## 12. ADMINISTRATIVE SITUATION

The Supplier accepts that it is subject to the obligations with respect to hiring and the protection of labour resulting from applicable laws and regulations as well as any Collective Bargaining Agreements that it may be subject to. The Supplier agrees to perform the tasks that the company has conferred upon it in conformity with the provisions of Articles L 8221-1 *et seq.* of the French Labour Code with employees who are deemed duly employed pursuant to Articles L 3243-1, L 3243-2, L 3243-4, L 1221-13, L 1221-15 and L 1222-10 of the French Labour Code. The Supplier represents and warrants that it is in compliance with the laws and regulations with respect to health and safety and the environment that apply to it. The Supplier agrees to comply with the Convention on the Rights of the Child adopted by the United Nations General Assembly on 20 November 1989. The Supplier agrees to comply with the Purchaser's code of conduct which it represents it has been informed of.

## 13. PACKAGING – CARRIAGE – DELIVERY

Unless agreed otherwise, the Supplier shall be obligated to deliver the Products, at its risk and expense, to the address indicated by the Company to the point for unloading, all duties and taxes paid. The packaging shall be appropriate for the method of

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shipment used and the product being shipped and shall conform to the technical specifications and/or standards in force or, in their absence, to industry norms. Each separate package must mandatorily include the trademarks and indications specified in the order, and, in all circumstances, the Company's order number, the delivery location, an indication of the nature of the Products, the marks necessary for proper assembly, as well as the weight and the lifting points. In the event of a breach of any of the obligations described hereinabove, the Company may, in its sole discretion, either return all or a portion of the packages at the Supplier's expense, or charge it for any additional costs incurred. Only the quantities ordered will be accepted and any Product that was not ordered may be returned at the Supplier's expense.

#### **14. ACCEPTANCE**

Acceptance is the action pursuant to which the Company inspects the visible condition of the Products, their packaging and the quantities delivered. Acceptance shall be conducted at the place of delivery specified in the order. Any observations made during acceptance and referenced in a certificate shall be enforceable against the Supplier. Quality controls cannot be completed in their entirety during acceptance procedures.

Complete inspection of the conformity of the Products can only occur when the Products are used. Such inspections may be deferred given that they depend upon the date the Products are used and the warranty obligations imposed by customers.

#### **15. TRANSFER OF TITLE**

Transfer of full title to the Company shall occur on the date of acceptance. Reservation of title clauses derogating from such principal shall only be enforceable if they have been expressly accepted and signed by the Company. If the order provides for multiple delivery dates, transfer of title shall occur as of each delivery date, provided, however, that the Supplier shall remain liable for all risks until the date of acceptance, as defined in Article 13.

#### **16. PRICES**

The price accepted at the time of the order shall be firm and non-modifiable and shall include all taxes, contributions and other ancillary expenses of any nature. In the event additional services or supplies are agreed to in writing by the Company the unit prices shall be those established in the order. In the event of repeat orders,

any change in the Supplier's prices agreed to by the Company shall only apply to orders issued more than three weeks after notice of the change in prices.

#### **17. TERMS OF PAYMENT – INVOICING**

The terms of payment shall be included in the order. In principle they shall be 45 days after the end of the month. Payment shall be made by electronic bank transfer. If digital invoicing has not been agreed, each invoice shall be sent to the Company in duplicate accompanied by the necessary supporting documents. A single invoice shall be issued for each order and in order to be paid must include, in addition to the necessary legal statements, at a minimum the following information: the Supplier's references, the Company's references, details of the bank account, the subject matter, date and number of the order, a notation of any advances already received with an indication of the corresponding services, the instalment or balance requested and the level of completion to which it relates. Payment as of the due date of any amounts subjected to a warranty holdback shall only be made subject to the express condition that all reserves formulated as of acceptance have been released. In the Company's sole discretion, any sum due the Supplier with respect to any order whatsoever may be set-off against outstanding or pending invoices payable by the Supplier.

#### **18. INSURANCE**

The Supplier shall provide evidence to the Company that it has taken out an insurance policy, with an insurance company that is generally recognized as solvent, covering any direct or indirect tangible or intangible damage that could be caused by its product or services to the Company's property or to third parties. In certain circumstances, the Company may condition issuance of the order on the Supplier taking out one or more specific insurance policies.

#### **19. WARRANTY**

Unless the law or a contractual provision provides otherwise, the warranty period shall be twelve months from the date of acceptance. A claim under the warranty shall result in a suspension of the warranty period which shall thereafter be extended by a period equal to the suspension period. The warranty shall resume in effect upon the placement back into service of the item ordered. Any item in the order furnished within the framework of the warranty shall benefit from the same warranty as the item ordered.

Supplier warrants that all facilities where the Products are produced are certified and will remain certified during the term of the order under IATF16949/ISO9001:2015, TS16949, and ISO9000 and any other applicable standard specified in the order or otherwise communicated by Purchaser to Supplier, unless exempted in accordance with Purchaser's procedures.

Without limiting the foregoing, Purchaser will, in accordance with IATF16949/ISO9001:2015, communicate to Supplier certain requirements, including without limitation, applicable statutory and regulatory requirements and/or special product and process characteristics, to be observed, adhered to or performed by Supplier in the course of Supplier providing the Products or services. Supplier shall promptly communicate those same requirements, as applicable, to all of Supplier's suppliers or subcontractors who are contributing to the Products or services. Supplier shall also include in its agreements with its suppliers and subcontractors, a paragraph that is substantially the same as this paragraph so that Supplier's suppliers and subcontractors will be similarly bound to communicate all requirements to their respective suppliers and subcontractors, and so on. Purchaser is deemed to be a third-party beneficiary of these provisions.

#### **20. LIABILITY**

The Supplier shall be liable for any product that it has delivered to the Company. In the event of a non-conforming delivery (shortfall, delay, nonconformity of Products), the Supplier shall: replace, redo or correct any supply or service in question, and compensate any loss or tangible and intangible damage suffered by the Company including, but not limited to, in the event of a shutdown of the Company's and/or its customers' production lines, without prejudice to any other claims and the Company's right to have the order performed or completed by a third party at the expense and risk of the defaulting Supplier. Any supplies rejected and not taken back shall be stored or shipped back at the expense, risk and peril of the Supplier, after three months of storage following the notice specified in the preceding paragraph, the Company reserves the right to dispose thereof as it deems appropriate.

#### **21. INTELLECTUAL PROPERTY**

All documents and oral or written information, transmitted to the Supplier shall remain the Company's property and shall in no circumstances be disclosed to and/or used for the benefit of a third party.

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The Supplier warrants that it possesses all of the intellectual property rights necessary for the completion of the item ordered and for its placement into service, or that it possesses a license including a right to sublicense and that it properly holds the rights of use, the distribution, exploitation and modification for the software that it does not own and that it uses for the purposes of the completion of this order, and that it has been permitted to proceed with any adaptations, modifications and use that may if applicable be necessary, without committing any infringement or incurring any sanctions. The payment of the price shall result in the Company receiving a license to use the aforementioned intellectual property rights. In the event that as a consequence of an infringement action or settlement there is a provisional or definitive prohibition on the use of an item of software or of the item ordered, the Supplier, at its expense and as soon as possible, shall obtain a license for the Company to continue to use such item, or shall replace the item in question by an item that is absolutely equivalent. In the event of a claim or legal proceedings brought by a third party, the Supplier shall indemnify the Company and assume the defense in its place and stead, it being agreed that the Supplier shall reimburse the Company for any sums it may be required to disburse for expenses and fees or for damages, all without prejudice to any other rights of the Company. Patentable inventions and protectable creations, as well as their results, arising from the order shall belong to the Company, unless the Supplier establishes that they result from its own inventive efforts, independent of the order.

## **22. SAFETY – ENVIRONMENT**

The Supplier agrees to furnish the Company with a product and/or a service which fully complies with applicable Safety and Environmental rules, under penalty of termination for a Supplier's breach. Furthermore, the Supplier shall ensure the delivery of its product or its services in compliance with the applicable safety and environmental rules at the place of delivery. It shall also be obligated to obtain information from the Company as to the specifics (configurations, activities, carriers, traffic, etc.) of the place of delivery of the supplies or for the performance of its services. In such regard, the Supplier shall, in particular, apply the document entitled "Instructions applicable to contractors intervening at the Hendrickson site, reference "D7\_SUP4\_HCH" as well as the

prevention plan (if applicable) of the site involved, documents which shall be delivered by the Company to the Supplier at the latest as of the date of signature of the order. The information thus provided or received by the Supplier shall in no way modify its liability with respect to the obligations set forth hereinabove. The Supplier thus assumes full liability for any of its actions that harm safety and/or the environment both with respect to the Company and third parties, notwithstanding termination of the order for its breach.

## **23. CONFIDENTIALITY**

The Supplier, its employees, subcontractors and suppliers shall be subject to an obligation of confidentiality and non-use for the benefit of third parties with respect to any confidential information they may have had access to in connection with the order. Any information with respect to the techniques used or developed by the Company shall be deemed confidential. The confidentiality obligation shall remain in force for as long as the information has not entered the public domain and, in all circumstances, for a period of 5 years from the last item accepted.

## **24. EARLY TERMINATION**

In the event of the Supplier's total or partial non-performance of any of its obligations with respect to the order, such order and any other outstanding order may be terminated by the Company, in its sole discretion and without further formality, by registered letter with acknowledgement of receipt, fifteen days after a notice of default remains unremedied, without prejudice to any penalties for delay and compensation which may be claimed from the Supplier for the damage suffered by the Company.

## **25. FORCE MAJEURE**

The party invoking an event of force majeure shall be obligated to notify the other party within three days of the date it became aware of the occurrence of the event, and to inform the other party of its probable duration. It shall be obligated to use its best efforts to minimize the consequences. If the event of force majeure lasts in excess of sixty (60) days, only the price of the deliveries made or portions of the order performed prior to the beginning of the event of force majeure shall be due from the Company. Any excess paid as an advance by the Company shall be reimbursed by the Supplier. A strike at the Supplier and/or its subcontractors and/or its suppliers shall not be deemed to be an event of force

majeure.

## **26. ASSIGNMENT**

The Supplier may not assign nor transfer the order in whole or in part without the express written consent of the Company. The Supplier shall promptly inform the Company of any material modifications affecting its legal structure or of any change in control. In such event, the Company may invoke early termination as specified in Article 23.

## **27. ATTRIBUTION OF JURISDICTION–APPLICABLE LAW**

Only the version of the initial order shall govern. By express agreement, the orders and their consequences shall be exclusively governed by French law, excluding the Vienna Convention on the international sale of goods. In the absence of an amicable settlement, any disputes or claims between the Company and a French supplier with respect to the interpretation or the performance of the order or its consequences shall be subject to the exclusive jurisdiction of the Commercial Court of Belfort, even in the case of summary procedures and/or multiplicity of proceedings or defendants. In the event of a dispute with a foreign Supplier, in the absence of an applicable settlement, such dispute shall be submitted to arbitration before an arbitral panel comprised of three arbitrators appointed by the Parties.

## **28. CODE OF CONDUCT**

The provisions of the Global Vendor Code of Conduct as published on Company's supplier portal at <https://www.hendrickson-intl.com/Contact-Us/Suppliers/Supplier-Terms> are incorporated by reference into these terms of purchase, and any violation by Supplier of the Global Vendor Code of Conduct will be considered a default by Supplier under these terms of purchase.

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