

1. Application of the general terms and conditions of purchase

1.1 These General Terms and Conditions of Purchase (" **GTCP** ") shall govern any order or purchase of products, equipment and/or services (hereinafter each called a " **SUPPLY** ") between ACTEON and the SUPPLIER.

1.2 By entering into a contract with ACTEON, the SUPPLIER accepts the GTCPs and waives any general terms and conditions of sale or any other document or stipulation that contradicts the GTCPs.

1.3 The GTCP are subject to negotiation and derogation in the special conditions stipulated, in descending order of precedence, in the SUPPLIER's purchase order, specifications, order acknowledgement or quotation, with which they form the agreement between the parties (called the " **ORDER** ").

1.4 ACTEON reserves the right to amend the present GTCP at any time. The applicable GTCP are the ones available on ACTEON Group's website.

1.5 Definitions:

- "**ACTEON**" means a company of the ACTEON Group, directly or indirectly controlled by FINAPOLLINE SAS.
- "**SUPPLIER**" means the Party to the ORDER, acting as ACTEON's co-contractor.

2. Orders

An ORDER does constitute a binding purchase until the SUPPLIER returns the purchase order or a document expressing its acceptance, signed and containing no modification or reservation and that has not been approved in writing by ACTEON. Any commencement of fulfilment of the ORDER by the SUPPLIER shall constitute acceptance of the GTCP.

3. Delivery

3.1 Deliveries must be made DDP (Incoterms 2020) to the address and during working hours.

3.2 Ownership is transferred on the date of delivery. The transfer of risk only takes place after delivery and unloading of the SUPPLY at ACTEON's premises.

3.3 Each delivery must be accompanied by a slip indicating the ORDER number, the reference of the batch to which the product belongs, its specifications, the composition per packaging unit as well as the gross and net weights. In addition, the SUPPLIER agrees to enclose with each delivery all the documents specified in the ORDER. These documents are to be placed inside a package identified by a specific label. ACTEON shall not be liable for any delay in payment caused by the failure to submit the documents or by the submission of incomplete or illegible documents.

3.4 The date set for delivery in the ORDER is binding on the SUPPLIER, it being understood that ACTEON reserves the right to change this delivery date and that such a change shall have no effect on the basis for determining the price. Respect of the delivery date represents a material condition to ACTEON's partnership with

SUPPLIER. Any advance delivery shall be strictly subject to the prior written consent of ACTEON.

Should the SUPPLIER fail to meet the agreed delivery deadline in whole or in part, the SUPPLIER shall owe ACTEON a penalty of 3% of the amount of the ORDER excluding VAT for each day of delay, without prejudice to ACTEON's right to terminate said order.

4. Packaging

4.1 The SUPPLIER is responsible for the packaging of the products, which must comply with the regulations in force and with the best industry standards in force on the date of fulfilment of the ORDER by the SUPPLIER and, where applicable, with ACTEON's specifications, so that the SUPPLIES do not suffer any damage during transport or storage.

4.2 ACTEON may refuse the SUPPLY if the packaging does not comply with Article 4.1.

5. Returns

5.1 The SUPPLIER shall bear the cost of returning any rejected SUPPLY and the cost of resending replacement SUPPLIES.

5.2 The SUPPLIER will draw up all the necessary documents and will bear all the costs associated with the shipments, and in particular and without limitation, all customs clearance procedures.

6. Prices, billing and payment

6.1 Prices are exclusive of VAT, DDP at ACTEON's delivery site, fixed and non-revisable, unless ACTEON agrees otherwise in writing.

6.2 Unless otherwise specified in the ORDER, the invoice must be submitted to ACTEON upon shipping of the SUPPLIES or upon completion of that which constitutes a service provision.

6.3 The invoice must be in accordance with the ORDER and include all the legal notices and, in particular, any price reduction applied on the date of the sale of the SUPPLIES. Any non-conforming invoice will be returned to the SUPPLIER for rectification, without any liability on ACTEON's part.

6.4 Subject to delivery of the SUPPLIES, payment shall be made within forty-five (45) days end of the month following receipt of each invoice. ACTEON reserves the right to defer payment for a number of days equal to the delay in the fulfilment of the ORDER.

6.5 The SUPPLIER authorises ACTEON without further formality to set off any claim, even if not yet due, of ACTEON against the SUPPLIER. For the purposes of this clause, it is understood that ACTEON refers to ACTEON and all its affiliated entities.

7. Guarantees

7.1 The SUPPLIER guarantees that the SUPPLIES will conform to the specifications set forth in the ORDER, and to the best standards applicable to the industry, and that they will be free from defects.

7.2 The SUPPLIER may not modify any SUPPLIES defined in the ORDER without ACTEON's prior written consent.

7.3 The conformity of the SUPPLIES delivered in the ORDER shall be checked at ACTEON's premises and, where applicable, assessed in accordance with the specifications and requirements defined by ACTEON. No deadline may be imposed on ACTEON to contest the lack of conformity of the SUPPLIES.

7.4 In the event of a lack of conformity, defect or deficiency, ACTEON may, at its discretion, terminate the ORDER, obtain the repair or immediate replacement of the non-conforming SUPPLIES with conforming SUPPLIES, even if of better quality, but always at the same price; request the repair of the SUPPLIES or, if applicable, a price reduction on all or part of the SUPPLY. The SUPPLIER shall carry out the operations of adjustment, repair, replacement and/or removal of the SUPPLIES at its own expense and risk, as soon as possible and at the latest within seven (7) calendar days following notification of the defect, without being entitled to claim any increase in price and without prejudice to any compensation that may be claimed by ACTEON for all the direct and/or indirect financial consequences resulting from damage of any kind caused to persons or property, as well as from the measures for withdrawing products affected by the SUPPLIES, for whatever reason.

7.5 ACTEON is authorised to inspect the SUPPLIER's premises, and the SUPPLIER agrees to allow any ACTEON representative access to its premises during working hours.

7.6 Any expenses or charges incurred in connection with the implementation of the above guarantees shall be borne by the SUPPLIER.

7.7 Without prejudice to the foregoing provisions, the SUPPLIER shall be bound by the legal warranty for hidden defects and for defective products.

7.8 Any SUPPLIES that have been replaced or repaired under the above warranties shall be covered under new warranties identical to the initial warranties.

7.9 In the event that the SUPPLIER fails to fulfil the above guarantees, ACTEON reserves the right, after formal notice has been served without success within ten (10) days of its issue, to carry out or have carried out by a third party of its choice the repair or replacement work at the cost and risk of the defaulting SUPPLIER, without prejudice to any damages and without this affecting ACTEON's guarantees.

8. Termination

In the event of the SUPPLIER's failure to perform any of its obligations or of a change in its control or management, ACTEON shall be entitled to cancel the ORDER and any other current ORDER, by operation of law and by first sending a registered letter with acknowledgement of receipt, giving 8 days' notice, without prejudice to any damages.

9. Force majeure

9.1 Force majeure shall be understood to mean any external event of an unforeseeable, uncontrollable and external nature that prevents the SUPPLIER from performing its obligations under the ORDER. In any case, the following are not considered to be events of force majeure: strikes and, in general, the actions of agents, representatives and/or subcontractors, as well as any damage attributable to a failure of the materials or equipment used to produce the SUPPLY; any delays in the delivery of raw materials

9.2 - When the SUPPLIER intends to invoke force majeure, he must inform ACTEON in writing, immediately and at the latest within eight (8) days of its occurrence, of all the factors justifying the unforeseeable, uncontrollable and external nature of the event that, in his opinion, makes it impossible for him to fulfil his obligations, and of the consequences that he foresees for the delivery of the SUPPLIES. ACTEON reserves the right to take any measures it deems useful to protect its interests, consisting either of the suspension of current ORDERS or their termination.

Any event of force majeure brought to ACTEON's attention after the above-mentioned deadline shall not be taken into consideration.

10. Confidentiality

The SUPPLIER undertakes to maintain confidential all information communicated by ACTEON in relation to the SUPPLY, including, but not limited to, the ORDER and the price of the SUPPLY. The SUPPLIER must not use this information outside the context of the ORDER, nor disclose this information to any third parties without the prior written authorization of ACTEON.

11. Ethics and compliance

The SUPPLIER declares, for itself and for its subcontractors, where applicable, that it will comply with all laws and regulations and other international conventions applicable to it and to ACTEON, in particular and without limitation, regarding rules of competition, prevention of corruption, gifts and benefits, conflicts of interest, prohibition of discrimination, respect for privacy and protection of personal data and the environment. The SUPPLIER further declares that neither it nor its subcontractors are affected by any trade sanctions imposed, in particular and without limitation, by the United Nations, the European Union and/or the United States. The SUPPLIER agrees to provide, upon ACTEON's first request, any documentation proving the truth of this statement. It is understood that ACTEON's obligations resulting from any ORDER are subject to the truthfulness of the above statements. Furthermore, the SUPPLIER agrees to indemnify and hold ACTEON harmless against any liability resulting from any failure in this regard on the part of the SUPPLIER and/or, where applicable, its subcontractors.

As part of this clause, the SUPPLIER acknowledges having read ACTEON's Partners' Code of Ethics, available on its website, and expressly undertakes to comply with its principles and requirements throughout the contractual relationship. ACTEON reserves the right to monitor compliance with this Code and to take any appropriate measures in the event of a breach.

12. Intellectual Property

12.1 The SUPPLIER shall transfer to ACTEON any intellectual property rights created in the course of performing the ORDER.

12.2 The SUPPLIER guarantees that no SUPPLY infringes or violates the intellectual property rights of any third party, and shall indemnify ACTEON against any damage arising from the inaccuracy of this statement.

12.3 The SUPPLIER shall refrain from exploiting for itself or for a third party, or from disclosing, any intellectual property rights, know-how, technical files or documents and any material that ACTEON may have supplied to it for the fulfilment of the ORDER.

13. Provision

In the event that ACTEON delivers to the SUPPLIER, as custodian, any equipment, products or technical documentation for the fulfilment of the ORDER, ACTEON remains the sole owner thereof and may demand their return at any time. The SUPPLIER shall be required to identify these items as the property of ACTEON, in particular to any subcontractors that the latter may have approved. The SUPPLIER shall bear the risks and costs associated with the equipment in its custody until their actual return, accepted in writing by ACTEON.

14. Subcontracting

14.1 The SUPPLIER is not be authorised to subcontract the ORDER without ACTEON's prior written consent.

14.2 The SUPPLIER agrees to ensure that its subcontractors are subject to all the obligations set forth in the GTCP.

14.3 In any event, the use of subcontractors does not release the SUPPLIER from his obligations towards ACTEON, and the SUPPLIER shall be liable to ACTEON for any failure of its subcontractors.

15. Insurance

The SUPPLIER agrees to subscribe to and provide proof of public liability insurance and product liability insurance for the SUPPLIES, at ACTEON's first request, including for product recall, for adequate amounts per damage claim and per year, worldwide.

16. Assignment

The SUPPLIER shall not assign, contribute, or transfer in any way whatsoever, even through a universal transfer resulting from a merger, demerger, partial contribution, or otherwise, the ORDER to a third party without the prior written consent of

ACTEON. ACTEON, for its part, shall be free to transfer, subject to prior notification, the benefit of the ORDER to any entity of its choice to which the ownership or use of the SUPPLIES or trademarks would also be transferred.

The SUPPLIER agrees to subscribe to and provide proof of public liability insurance and product liability insurance for the SUPPLIES, at ACTEON's first request, including for product recall, for adequate amounts per damage claim and per year, worldwide.

17. APPLICABLE LAW - LANGUAGE - DISPUTE RESOLUTION

17.1 THESE GTCPs ARE SUBJECT TO THE RIGHTS OF ACTEON TO THE EXCLUSION OF THE PROVISIONS OF THE VIENNA CONVENTION OF 21 APRIL 1980.

17.2 THE LANGUAGE OF THE GTCP IS THE LANGUAGE OF ACTEON. IN THE EVENT OF A CONTRADICTION WITH A VERSION IN ANOTHER LANGUAGE, THE VERSION IN THE LANGUAGE OF ACTEON SHALL PREVAIL.

17.3 ANY DISPUTE REGARDING THESE GTCPs, AN ORDER OR A SUPPLY, AS WELL AS ANY LEGAL RELATIONSHIP, EVEN TORTIOUS, RESULTING THEREFROM, WHICH IS NOT AMICABLY RESOLVED WITHIN 30 DAYS OF ITS NOTIFICATION, SHALL BE SETTLED BY THE COMPETENT COURT IN THE JURISDICTION OF WHICH ACTEON'S REGISTERED OFFICE IS LOCATED, NOTWITHSTANDING ANY APPEAL FOR GUARANTEE, PLURALITY OF DEFENDANTS OR CONNEXITY, AND EVEN FOR SUMMARY OR EX PARTE PROCEEDINGS BY MOTION.