

GENERAL TERMS AND CONDITIONS OF PURCHASE ALPHÉE DÉVELOPPEMENT

ARTICLE 1: SCOPE OF APPLICATION OF THE GTCP AND FORMATION OF THE CONTRACT

1.1 The purpose of these General Terms and Conditions of the Purchase (hereafter « GTCP ») is define the conditions which apply to any purchase of services and/or Products (hereafter jointly referred to as the « supplies » by ALPHÉE DÉVELOPPEMENT (here-after « ALPHÉE DÉVELOPPEMENT ») from any service provider or seller (hereafter the “supplier”). Except in case of frame contract or specific covenant agreed between the Supplier and ALPHÉE DÉVELOPPEMENT, the GTCP apply to, and form an integral part of, any Order or modification of an Order (hereafter “the Order” or “the Contract”), of Supplies placed by ALPHÉE DÉVELOPPEMENT. Acceptance of this Order implies compliance with the GTCP and with any printed or hand-written provisions appearing on the ALPHÉE DÉVELOPPEMENT’s purchase order and waiver to the application of its general terms and conditions of sales or services, notwithstanding the reference to them.

1.2 The supply of Products or Services implies full compliance with these GTCP. The Supplier waives the application, in any form whatsoever, of any provisions appearing in its own documents, if they are contrary to these GTCP.

1.3 The Supplier will address its order acknowledgement within 48 hours of receipt of the Order. In the absence of a reply within this period, the Supplier will be deemed to have accepted the order without reservation.

1.4 Until delivery has taken place, ALPHÉE DÉVELOPPEMENT will have the possibility to modify the Order’s terms (technical specifications techniques, quantities, delivery’s places and time initially agreed). The Supplier will have (2) two working days to refuse in writing before modification.

In case of rejection in the time, the modification will be deemed to be accepted.

1.5 If the Supplier wishes to modify the general and special terms and conditions of the Order, it must indicate these modifications in its reply. Any modification of the Order must be accepted in writing by ALPHÉE DÉVELOPPEMENT and will be set forth in an amendment to the Order, failing which such modifications will be unenforceable against ALPHÉE DÉVELOPPEMENT.

1.6 ALPHÉE DÉVELOPPEMENT reserves the right to modify at any time the GTCP. The modification won’t apply to the ongoing Orders.

ARTICLE 2: SUBJECT – SPECIFICATIONS

2.1 The subject of an Order is defined by: - the Order and the appendices signed by a representative of ALPHÉE DÉVELOPPEMENT; - the technical documents, plans, specifications...; - the standards which are referring to the specifications.

2.2 In case of services assembly and/or commissioning carried out by the Supplier, their scope and the obligations resulting from the services shall be specified in the Order or in the specific conditions.

2.3 The specifications mentioned in the order may be modified by the Supplier, only with the ALPHÉE DÉVELOPPEMENT’s prior writing agreement.

2.4 The Supplier undertakes to provide at the latest at the date of delivery, all documents in French, such as plans, notices, certificate of conformity, EC certificates, necessary for the use and maintenance of the Product and which are in compliance with the regulations and the norms in force.

2.5 If the specifications or standards which apply do not appear to be of a nature enabling to reach the desired results and performances and/or when the Supplier does not know the environment within which it will have to perform its Supplies, the Supplier must inform ALPHÉE DÉVELOPPEMENT about this prior to the order is placed. Moreover, the Supplier must inform ALPHÉE DÉVELOPPEMENT on the conditions of use and training to control the risks resulting from the Supplies.

ARTICLE 3: SUB-CONTRACTING

3.1 The Supplier shall not assign or sub-contract entirely the Contract. The Supplier may not sub-contract part of the execution of the Order without the prior written consent of ALPHÉE DÉVELOPPEMENT.

3.2 In any event, the Supplier will take all measures necessary to ensure the satisfactory performance of the work confided to its Sub-contractors and will remain entirely liable for all the services rendered and Supplies delivered by all its Sub-contractors and Suppliers.

ARTICLE 4: PERSONNEL OF THE SUPPLIER

4.1 The Supplier undertakes that its employees are specifically trained and have the necessary skills to perform the services.

4.2 Every 6 months, the Supplier undertakes to communicate to ALPHÉE DÉVELOPPEMENT the documents requested under the provisions of the French Labour Code related to the illegal labour and the employment of foreigners without title. Failure to supply these documents entitles ALPHÉE DÉVELOPPEMENT to withhold payment of the Supplier’s invoices and to cancel, automatically and without prior notice, the order, by the fault of the latter.

ARTICLE 5: PRICES

5.1 The prices stated in the Order are fixed and cannot be modified. They apply to products rendered to the delivery address, transport, packaging, and include insurance, net of all taxes.

5.2 To be enforceable, any modification of prices, even legal, is subject to the express written consent of ALPHÉE DÉVELOPPEMENT.

ARTICLE 6: INVOICING, TERMS OF PAYMENT

6.1 All invoices must mention all the mandatory provisions in accordance with article L.441-3 of, the Commercial Code and the article 289 of the general tax code.- be addressed by the E-mail address mentioned on the Order or by post to the followed : ALPHÉE DÉVELOPPEMENT – ZI de la Ponchonnière, 18 route de la Chanade Savigny, France - specify the Order Number, the description of the Supplies and the number of products delivered, the dates and the place of delivery, the delivery slip reference as well as a breakdown of the price. Any invoice which does not comply with these requirements will be sent back to the Supplier.

6.2 Unless otherwise provided by a broad-based trade agreement, or an agreement between the Parties, invoices are payable 60 days net, by means bank transfer.

6.3 Any deposit paid is subject to the provision by the Supplier of a bank guarantee covering the reimbursement of the deposit.

6.4 In the event of a delay in payment by ALPHÉE DÉVELOPPEMENT, a late penalty equal to three times the legal interest rate in force shall be due. The payment of this penalty shall discharge ALPHÉE DÉVELOPPEMENT from the payment of any other sum with respect to such delay.

ARTICLE 7: DELIVERY TIME - SHIPPING

7.1 The dates, deadlines and places of deliveries or execution indicated in the Order are binding.

7.2 Any delivery, even partial, shall be accompanied by a Delivery Slip indicating the Order number, and enabling to identify and perform a rapid inventory of the Supplies. In the case of partial deliveries, the Supplier must previously inform ALPHÉE DÉVELOPPEMENT.

7.3 If the delivery of the product or the execution of the service risks being delayed beyond the date indicated in the Order, the Supplier will inform ALPHÉE DÉVELOPPEMENT of such delay. If the Supplier fails to notify any event which may affect the order lead time indicated in the Order, ALPHÉE DÉVELOPPEMENT will be entitled to unilaterally cancel automatically without prior written notice all of part of the Contract, and / or to be compensated for any prejudice suffered without the Supplier being able to claim any indemnity or compensation.

7.4 The Supplier is deemed to be bound by the foregoing on the expiry of the period without further formalities. When the lead time indicated in the contract is exceeded, the Supplier will be liable to a penalty equal to 1% of the amount, excluding tax, of the Order for each late day, without prejudice to any other damages and interest.

7.5 Early deliveries may only be made with the written consent of ALPHÉE DÉVELOPPEMENT. However, with regard to the application of payment terms, only the date which appears on the Order Form will be taken into account, and not the date of the early delivery.

ARTICLE 8: TRANSPORT

8.1 Unless in the case of an explicit exception, shipment will be made carriage paid to the place of delivery mentioned in the Order.

8.2 In the exceptional case where the shipping charges are borne by ALPHÉE DÉVELOPPEMENT, shipment will be made carriage paid, and the advanced freight charges will be invoiced along with the goods. Deliveries where the freight has not been paid and shipments made cash on delivery will not be accepted.

8.3 Transport conditions must at least comply with the requirements mentioned in the technical data sheets of the concerned products and / or comply with storage conditions. In the case of damages or loss, ALPHÉE DÉVELOPPEMENT reserves the right to refuse the Supplies delivered et require the Supplier to deliver at his own cost in the best lead time equivalent Products, in quality, in quantity, to those lost or damaged.

8.4 Wherever necessary, the Supplier must comply with the instructions of ALPHÉE DÉVELOPPEMENT concerning the method and means of packaging and transport chosen by the latter.

8.5 The Supplier shall remain solely liable for the transport of goods and guarantees ALPHÉE DÉVELOPPEMENT against any damage to the materials and goods transported, regardless of the cause. The Supplier waives all claims against ALPHÉE DÉVELOPPEMENT in this regard.

8.6 The Products are deliverable to the address mentioned in the Order, during the working days and the normal business hours, against delivery slip signed by ALPHÉE DÉVELOPPEMENT.

ARTICLE 9: RECEIPT

9.1 Whatsoever the shipment and transport arrangement, the delivery is taken in accordance with the arrangement in the special conditions at the place of destination.

9.2 The receipt of the Supplies won't be considered as releasing the Supplier, in the case where later checks the Supplies won't comply with the specifications of the Order.

ARTICLE 10: DANGEROUS PRODUCTS

10.1 If certain products to be supplied under the Contract contain dangerous substances, or require special safety precautions during handling, transport, storage or use, the Supplier undertakes within 48 hours to communicate to ALPHÉE DÉVELOPPEMENT, in writing all of the information relating to the nature of these substances and to the precautions to be taken.

10.2 Prior to shipment, the Supplier must ensure that the appropriate instructions and warnings are effectively displayed and clearly indicated on the Products, and / or properly attached to them, as well as to the packaging in which they are placed. The Supplier also undertakes to comply with the obligations imposed by the REACH regulation.

10.3 The Supplier is liable and shall compensate ALPHÉE DÉVELOPPEMENT for any consequences which may arise from failure to comply with these obligations which relate to dangerous products.

ARTICLE 11: COMPLIANCE – GUARANTEES

11.1 Unless otherwise specified agreed between ALPHÉE DÉVELOPPEMENT and the Supplier, the Supplier guarantees , for a period of twenty-four (24) months starting with the receipt of the Products or for eighteen months (18) after there commissioning and depending on the longest term, the compliance of the Supplies with the Order, with usual practices and with legal and regulatory requirements, in particular with respect to safety and the environment.

11.2 The Supplier also guarantees all Supplies against any design, manufacturing or construction defects according to conditions of the article 1792 and after and 2270 of the Civil Code. If ALPHÉE DÉVELOPPEMENT grants its customer a contractual guarantee, the Supplier shall provide ALPHÉE DÉVELOPPEMENT with a counter-guarantee in identical conditions.

11.3 In the event of a defect or any non-compliance, the Supplier undertakes to make, at the first request of ALPHÉE DÉVELOPPEMENT, at the earliest opportunity and at its expense, all of the modifications necessary to render the Supplies operational or take any corrective action and, as the case may be, replace the Supplies without prejudice to any other damages and interest.

11.4 ALPHÉE DÉVELOPPEMENT reserves the right to return any non-compliant Supplies to the Supplier, at the cost and risk of the latter, which must then reimburse any amounts already paid and compensate any prejudice caused.

11.5 The Supplier consents a new period of guarantee for twelve (12) months after each replacement, modification or correcting action during the guarantee period, starting the date of replacement, modification, or correcting action will be applied successfully.

11.6 If the Supplier does not meet with its obligations for replacement, modification, correcting action or failure ALPHÉE DÉVELOPPEMENT may, at its sole discretion (i) to make the replacement, the repair or the correcting action itself ; at the expense of the Supplier, (ii) To have the replacement, the correction made by a third party at the expense of the Supplier, (iii) to get back the total refund of the purchasing price of the faulty Products or malfunctioning Products.

ARTICLE 12: TRANSFER OF RISKS

The Supplier shall bear the risks until acceptance of the Supplies, without reserves, by ALPHÉE DÉVELOPPEMENT at the place indicated in the order or, in case of assistance by the Supplier to assembly or to the commissioning of the Supplies, at the date of the minute certifying the regulatory compliance of the operations.

ARTICLE 13: TRANSFER OF OWNERSHIP

The title retention clause proposed by the Supplier may only be accepted by ALPHÉE DÉVELOPPEMENT on a case-by-case basis, and is subject to the express written approval of ALPHÉE DÉVELOPPEMENT.

The ownership of the tools manufactured or bought by the Supplier specially for the needs of the Order (including the modal, die, mould, gauging, accessories and equivalent equipment) will be transferred to ALPHÉE DÉVELOPPEMENT when occurs manufacturing buying of those tools. The Supplier shall provide those tools to ALPHÉE DÉVELOPPEMENT when she asks for. When ALPHÉE DÉVELOPPEMENT delivers materials, components to be assembled, some tools to the Supplier, those materials tools remain the ownership of ALPHÉE DÉVELOPPEMENT. The Supplier will keep those materials in good conditions. The Supplier shall abstain to use those material for any purpose than those of the Order.

ARTICLE 14: LIABILITY

14.1 The Supplier is liable for the performance of its contractual obligations in compliance with the terms of the Order and with the legal and regulatory provisions which apply.

14.2 The Supplier is bound to compensate all damages or losses (including operating losses) caused to ALPHÉE DÉVELOPPEMENT and / or to third parties, which are attributable to the Supplier, its agents or its sub-contractors, and which occur within the framework of the execution of the Contract.

14.3 The Supplier also guarantees ALPHÉE DÉVELOPPEMENT against any actions and/or claims by third parties within the framework of this Contract and undertakes to bear any financial consequences which may arise in relation to the delivery of its products or services.

ARTICLE 15: INSURANCE

15.1 The Supplier must take out and maintain, throughout the entire duration of the execution of the Service and until the end of the guarantee period, at its expense, the necessary insurance policies covering the risks and financial consequences of civil liability, incurred in the event of damage of any nature caused to third parties and / or ALPHÉE DÉVELOPPEMENT, due to the performance of the Contract.

15.2 The Supplier must communicate to ALPHÉE DÉVELOPPEMENT, its civil and professional liability insurance certificates established by a solvent insurance company, and less than six (6) months old, indicating the guarantees provided, their amounts, their deductibles and certifying the payment of premiums, without the existence of this insurance being considered, in any event, as a limitation whatsoever of the liabilities incurred by the Supplier with respect to the Order.

15.3 If the insurance certificates referred to hereabove are not provided, ALPHÉE DÉVELOPPEMENT will be entitled not to pay the Supplier's invoices until such certificates have been communicated.

ARTICLE 16: THIRD PARTY DISPOSSESSION GUARANTEE

16.1 The Supplier guarantees ALPHÉE DÉVELOPPEMENT against any action or claim by a third party relating to an industrial or intellectual property right.

16.2 It shall personally deal with any court proceedings and compensate ALPHÉE DÉVELOPPEMENT for any damages and expenses which may result as a consequence of these proceedings.

ARTICLE 17: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

17.1 Unless otherwise expressly authorized by ALPHÉE DÉVELOPPEMENT, the Supplier must keep confidential all the commercial, financial or technical information which may be communicated to him in relation to this Order. The Supplier shall abstain from divulging and / or using this information, in any form whatsoever, for purposes other than the execution of the Order.

17.2 All of the documents communicated by ALPHÉE DÉVELOPPEMENT to the Supplier shall remain its property and must be returned to it following the execution of this Order.

17.3 The Supplier declares that it holds all the patents, licences, rights and authorizations necessary to use and sell the Supplies.

17.4 Any breach of these undertakings by the Supplier may give rise to the automatic cancellation of the Order, at the request of ALPHÉE DÉVELOPPEMENT, without prejudice to any damage and interests which may be claimed.

ARTICLE 18: SUSPENSION – CANCELLATION

18.1 ALPHÉE DÉVELOPPEMENT reserves the right to suspend the execution of the Contract at any time. In this case, an agreement on the compensation to be granted to the Supplier for any prejudice suffered may be reached, on the condition that the Supplier so requests in writing without delay following the decision to suspend and provides detailed written documentary evidence of such prejudice, it being understood that this compensation is limited to any additional expenses directly incurred by such suspension and settled by the Supplier, to the exclusion of any indirect damage such as operating losses or loss of earnings.

18.2 ALPHÉE DÉVELOPPEMENT reserves the possibility to automatically terminate all or part of the Contract in the event of the breach by the Supplier of any one of its contractual obligations, without prejudice to any damage and interests which ALPHÉE DÉVELOPPEMENT may claim.

ARTICLE 19: PREVENTION OF CORRUPTION

19.1 The Supplier undertakes to comply with the provisions of the French Criminal Code relating to the prevention of corruption.

19.2 The Supplier undertakes not to directly or indirectly propose offers, promises, gifts, presents or other benefits of any nature whatsoever to any employee or representative of ALPHÉE DÉVELOPPEMENT, for himself or for another, in view of him carrying out or refraining from carrying out acts within the framework of his position or using his influence in view of obtaining contracts, orders or any other favourable decision.

19.3 The Supplier guarantees ALPHÉE DÉVELOPPEMENT against any consequences which may result from non-compliance with the above undertakings.

19.4 Non-compliance with the above undertakings will constitute a cause for termination for fault without prior formal notice, without the Supplier being entitled to claim and indemnity whatsoever.

ARTICLE 20: SOCIAL AND ENVIRONMENTAL LIABILITY

ALPHÉE DÉVELOPPEMENT is committed to a proactive policy of social and environmental responsibility.

ALPHÉE DÉVELOPPEMENT expects as a result, his Suppliers respect the rules concerning particularly:

- The banishment of any form of illegal work, constraint or unforced, the rejection to employ children, fight against corruption and protection of human rights;
- The respect of the wage policies without discrimination;
- The respect of safety rules and healthcare ensuring its constant application;

Beyond the Supplier's liability, the strict respect of the sector's standards in terms of environment, the Supplier shall prove its help technologies development and products et product preserving environment.

ALPHÉE DÉVELOPPEMENT reserves the right to impose the compliance with the standard ISO 14001.

ALPHÉE DÉVELOPPEMENT may at any time ask to the Supplier to precise the actions the Supplier leads regarding sustainable environment. Furthermore, ALPHÉE DÉVELOPPEMENT may lead some audits at the Supplier premises et the latter shall facilitate the access to its sites and ensure the good progress of the audit.

ARTICLE 21: ATTRIBUTION OF JURISDICTION AND APPLICABLE LAW

20.1 This contract is governed by French law and any dispute arising therefrom shall be brought before the Commercial Court of Lyon, even in the event of the introduction of third parties or when there are several defendants.

20.2 The application of the United Nations Convention on contracts for the international sale of goods is excluded.