

GENERAL CONDITIONS OF PURCHASE

1. Placement of Orders

These general conditions of purchase apply to all orders.

We are bound only by our orders written on our letterhead with our general conditions of purchase attached and showing the name of the authorised person. It is expressly agreed that if certain details falling within the competence of the supplier are omitted in the order (and/or the documents which are annexed to it), the supplier will have to take this into account in its supply without increasing the price.

2. Acknowledgement of Receipt

Acknowledgement of receipt must be returned to us within eight calendar days. Our orders are firm. However, we reserve the right to cancel or change the terms should the acknowledgement of receipt not be identical to the text and conditions of our orders. In the absence of such acceptance, the commencement of performance or the presentation of an initial invoice shall be deemed the unconditional acceptance by the supplier of our general conditions of purchase and the conditions of our orders.

3. Drawings - Models

The drawings, models, and tools that we entrust for the execution of our orders are our exclusive property and cannot be copied, reproduced or communicated to third parties without our prior written authorisation. They must be returned to HASLER France immediately upon first request and/or in the event of termination of contractual relations. In any case, the supplier will be personally responsible and will be liable for the strict compliance by its staff and by any third party with the obligations referred to in this article. The models and tools created by the supplier for the execution of our orders are reserved for the manufacture of our parts and when the costs of their creation are payable by us, they will become our property.

4. Delivery Times and Penalties for Delay

Delivery times are an essence of the agreement.

Whenever they are not respected by the supplier, an indemnity of 0.2% of the total amount of the undelivered goods will be due to us for each day of delay, automatically and without any formal notice being necessary.

In the event of a delay exceeding twenty-five (25) working days, we may cancel the order after prior notice to the supplier by recorded delivery with acknowledgement of receipt giving ten (10) days notice and may use the right to have recourse to other suppliers. In the event of cancellation of the order, any deposits that we might have paid will be immediately refunded by the supplier. If material has been delivered, we reserve the right to request the supplier to remove this material at its own expense and risk.

5. Shipments and deliveries

All supplies must be notified by a dispatch note as soon as they leave and must be accompanied by a delivery note.

This notice of despatch must include the complete reference of our order and its date, the details and Hasler France part number of the goods, the reference of the parcels, their net and gross weight, the mode of shipment and the date of departure. It must also specify if it is a part of the order, the totality or the balance.

Deliveries must always be made during the opening hours of the Establishment, Monday to Friday inclusive, **from 8:30 to 11:30 and from 13:30 to 16:00** and delivered in good hands against dated and signed discharge.

6. Transport

When the supplier sells us the goods "ex works" and in consequence we suffer directly or indirectly the prejudice of extra transport costs (splitting of a delivery which could have been made in one, express delivery to reduce the delivery delay or failure to comply with our instructions when we specify the carrier, the system, etc.) or for any other reason with which we are unconnected, any exceeding of the transport costs envisaged in the order shall be paid for exclusively by the supplier.

When the goods are sold "delivered carriage paid" to our premises, the transport costs must be paid at the time of dispatch by the supplier.

The transport is to be carried out under the liability of the supplier to the agreed place of delivery and until the transfer of title as provided in Article 7.

7. Transfer of Title

Notwithstanding any clause to the contrary, acceptance of the order by the supplier entails the waiver to avail itself of the provisions of the law of 12 May 1980 and the law of 25 January 1985, relating to the retention of title.

Whether the transport is carried out at the cost of the supplier or at our cost, the transfer of ownership and risks takes place only on acceptance as regards quantity and quality at the recipient's premises; any acceptance operations that may be performed on the supplier's premises are only provisional.

8. Acceptance of goods

Acceptance of the goods shall take place in our warehouses even in case of removal by us. Any part or quantity delivered in excess, without our agreement, may be refused. It will be made available to the supplier for collection or may be returned carriage forward at the supplier's request, at its own risk.

We reserve the right to refuse any goods that are not shipped in accordance with our order or that do not meet the specifications of such purchase order and these general conditions.

Any exception must be subject to our prior and express agreement. Any repair undertaken without our agreement may be considered as a defect with all the consequences that implies. The rejected goods will be made available to the supplier unless the latter asks us in writing to return them at its own cost and risk. The arrangements for the return of defective parts must be settled upon by the supplier within 15 days. In any case, the costs incurred by the repair will be the sole responsibility of the supplier. We reserve the right to request the supplier to replace rejected parts at its own expense. The supplier will be held liable for all consequences resulting from a defect in any of its goods or a poor performance of its services.

9. Deposits

Any deposits that might be paid will by default be calculated on the value excluding taxes of the goods. No deposit will be paid without the corresponding invoice.

A bank guarantee of refund of deposit or surety for the amount of the deposit must automatically be provided by the supplier, unless otherwise specified in the order.

10. Price

Unless expressly agreed otherwise, the prices on our orders are firm and not subject to revision.

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11. Invoice and Payment Terms

One invoice per order showing our order number is required. Failing this, the invoice may be rejected without the supplier automatically being notified. Unless expressly agreed with the supplier specified on the order, and regardless of its domicile, our payments are made by our head office, at most 60 days from the issue date of the invoice, on the 15th and 30th of each month. The supplier will have to include on the invoices a reference to the number of the purchase order. In the event of advance delivery, accepted by us, the payment period will start to run from the date appearing on the corresponding invoice. In accordance with Article 1583 of the French Civil Code, we will oppose any clause suspending the transfer of ownership until full payment of the price of the goods. Invoices are to be sent either physically to the Head Office address or by email to accounting@hasler.group

12. Work done by Companies inside our Establishments

The supplier shall be fully liable for any damage that may be caused by performing work on our Establishments. A certificate of civil liability insurance may be requested before the execution of the work. We reserve the right to deny access to our Establishments in the event of a breach of our Health and Safety at Work Conditions.

13. Guarantee

All goods will be guaranteed by the supplier:

- against any design defects for a period of 2 years or 10 years to the extent that they come under the 2-year or 10-year guarantee under Articles 1792 *et seqq.* and 2270 of the French Civil Code
- against any defects of construction, machining manufacture and operation and against any abnormal wear under the conditions of use envisaged in the order.

14. Sub-contractors

The supplier is not authorised to assign all or part of its rights and obligations relating to the order entrusted to it without the written consent of HASLER GROUP. In the event of failure to comply with this provision, HASLER France may automatically terminate the order and claim damages from the supplier to cover the damage suffered. In the event that, with the agreement of HASLER France, the supplier were to subcontract all or part of the materials that it has undertaken to provide, it would retain full liability for its obligations towards HASLER France. The supplier undertakes to communicate to HASLER France, at its request, copies of the sub-orders it has placed with third parties.

15. Applicable law

Only French law is applicable.

16. Assignment of jurisdiction

In the event of a dispute, the courts of LYON, 69, France, will have exclusive jurisdiction, depending on their respective substantive jurisdiction based on subject matter.

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