

# Baikowski® SA - GENERAL CONDITIONS OF PURCHASE

## Article 1 – DEFINITIONS - SCOPE

### 1.1 / Definitions

In these General Terms and Conditions, the following terms have the meanings specified below:

**Affiliate:** Any legal entity in which a Party directly or indirectly holds more than 50% of the capital or voting rights.

**Delivery note:** A document issued by the Supplier upon delivery of the product or performance of the service.

**Order or Purchase Order:** Any order or other document issued by the Purchaser and accepted by the Supplier, including notably the description of the product or service ordered, these General Conditions of Purchase and, if applicable, any specific conditions agreed between the Parties

**GCP:** The present General Conditions of Purchase.

**Parties:** Purchaser and Supplier.

**Product:** Any products, material, equipment or services related to the Purchase order.

**Purchaser:** BAIKOWSKI SA and/or its affiliates

**Supplier:** Natural or legal person selected by the Purchaser to execute the Order.

### 1.2 / Scope

**1.2.1:** Unless otherwise agreed between the Parties, these GCP are intended to define the general provisions applicable to all Orders placed by the Purchaser and applying in case of no written general terms and conditions of sale of the Supplier communicated and approved by the Purchaser or to supplement the written and communicated Supplier's general terms and conditions of sales on matters not dealt with by the Supplier.

**1.2.2:** These GCP may be supplemented by Special Conditions of Purchase ("SCP") and/or a contract between the Parties. In case of discrepancies between these contractual documents, the order of priority will be as follows: 1/ the contract between the Parties, 2/the SCP, 3/ the present GCP.

**1.2.3:** These GCP can only be amended by written and signed agreement between the Parties.

**1.2.4:** The fact that the Purchaser does not exercise of any of its rights under these GCP, at any time, shall not be considered to limit, cancel, waive or otherwise affect such rights.

## Article 2 - ORDER

### 2.1 / Issuance of the Order

All purchases made by the Purchaser are subject to an Order. The Order as well as any eventual modification must be done in written form.

### 2.2 / Acceptance of the order

The Order shall be deemed accepted upon receipt by the Purchaser of an acknowledgement of receipt from the Supplier. The acknowledgement of receipt must be sent by the Supplier to the Purchaser within 48 hours of the order being sent.

As long as the Supplier has not confirmed the order, the Purchaser is entitled to modify it. When the order is deemed accepted by the Supplier, the Purchaser may modify the order up to 10 working days before the delivery date. If these changes do not result in a change in the amount of the Order of plus or minus 10%, the Supplier shall be obliged to accept the reasonable changes made by the Purchaser. Beyond a variation of plus or minus 10%, the Supplier shall then inform the Purchaser as soon as possible of any impact resulting from the modifications requested.

The Supplier may not make changes of any kind to the Order without the prior written consent of the Purchaser.

## ARTICLE 3 – TOOLS - RAW MATERIALS AND GOODS ENTRUSTED BY THE PURCHASER

The tools, raw materials and goods entrusted by the Purchaser may only be used for the execution of its orders, unless the Purchaser has given prior written agreement to the contrary.

Insofar as they belong to the Purchaser, they must be returned at first request to the Purchaser or to one of the Purchaser's customers, if applicable.

The tools must be identifiable as belonging to the Purchaser or to the Purchaser's customers, if applicable and if possible be affixed with an indelible inscription indicating that they are the property of the Purchaser or to the Purchaser's customers, if applicable. Specific conditions of this loan shall be negotiated between the Purchaser and the Supplier through a specific tooling loan agreement.

These materials are deemed to be in perfect condition unless otherwise examined by the parties. Custody, maintenance as well as the costs of repair and replacement in case of deterioration not resulting from the nature of these materials are at the Supplier's costs, who must also take out the necessary insurance to cover these risks.

## Article 4 – QUALITY

The Supplier undertakes to comply with the Purchaser's quality assurance standards and procedures communicated to it, or any other quality assurance procedure agreed between the parties. Similarly, the Supplier undertakes that the Products comply in all respects with our specifications, legal requirements and in particular REACH regulations, and if necessary with various Directives such as those of cosmetics (California Prop 65, IMDS, FDA, 94/62 CE...) and applicable customer requirements, a copy of which has been sent to you and attached to the order.

The Purchaser reserves the right to check compliance with these rules at any time, without relieving the Supplier of its obligations and responsibilities.

The Supplier shall not modify the Product or its manufacturing process without the Purchaser's prior written approval.

## Article 5 - DELIVERY – QUALITY CONTROL - TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

### 5.1 / Delivery of the Product

Deliveries must be made in accordance with the terms and conditions set forth in the Order.

All shipments must be properly packed, packaged so as not to alter the goods during transport, marked and made available in accordance with the Purchaser's instructions. Packaging, presentations, instructions for use and descriptions must be written in the language of the requesting country or, failing that, in English or French. The Supplier shall be liable for breakage, missing parts and damage resulting from incorrect or unsuitable packaging, marking or labelling. The purchaser reserves the right to refuse to unload the goods if the packaging is found not to conform.

In any case, the packaging must comply with the regulations in force in the country of the requesting site (weight of the CUs).

### 5.2 / Time of delivery

Time is of the essence. The delivery dates are mandatory; they are a decisive condition without which the Purchaser would not contract with the Supplier. The same applies to the delivery places. The Purchaser and the Supplier undertake to inform each other of any circumstances which may change the delivery dates and/or the delivery places.

In case of early delivery, the Purchaser may either return it at the Supplier's costs or accept it and invoice the Supplier for storage costs until the date of delivery provided for in the Order.

In the event of late delivery, the Purchaser may, at its sole discretion, invoice the Supplier for non-dischargeable late delivery penalties equivalent to one (1) % of the amount including VAT of the Order per week of delay, and/or terminate the Order in accordance with Article 11 below, and/or to return the Products at the Supplier's costs.

### 5.3 / Delivery note

**5.3.1:** The Products shall be supplied with all available associated documentation and with a

delivery note. Said Delivery note shall contain notably the following information:

- the order number,
- the reference of the Products,
- the designation of the Products as mentioned in the Order,
- the quantity delivered,
- the name of the recipient,
- a declaration of Conformity,
- the batch number (essential for traceability management)
- the up-to-date SDS of the latest version in the language of the requesting country (to be attached when requested for certain products)
- the expiry date of the product if requested by the site (case of glues, solvents, etc.).
- for raw materials, and with regard to the purchase specifications mentioned on the orders, a certificate of analysis must be provided for each delivery and for each batch delivered.

No mention of the delivery note may modify these GCP.

**5.3.2:** Upon receipt of the Products, the Purchaser acknowledges receipt of the delivery by affixing his seal and signature on the delivery note.

### 5.4 / Quality control

**5.4.1:** The Product must comply with the contractual stipulations as well as the European standards in force. The Supplier must communicate upon first request and within three (3) working days from the latter, any document attesting to the conformity of the Product with the standards in force.

**5.4.2:** In case of any defective Products within the Order, the Purchaser shall make its best efforts to indicate its reservations on the Delivery Note in the event that the non-conformity is detected upon delivery or notify the Supplier as soon as possible if the non-conformity is detected after delivery.

A non-conformity report indicating the causes of the non-conformity and the corrective actions taken by the Supplier to avoid its recurrence must be returned to the Purchaser as soon as possible. The Purchaser may reserve the right to block new orders from the Supplier or subcontractor if the latter does not take corrective action to secure deliveries.

In such a case, the Purchaser may refuse delivery, without compensation or payment of the purchase order price to the Supplier. The Supplier may come at the delivery place at any time to check the condition of the products within one (1) week of receipt of the refusal form.

At the end of this period and/or when the Products have been recognized as defective or non-compliant, the Purchaser reserves the right:

- to return the defective Products at the Supplier's costs and risks, and/or
- to require the Supplier to replace the defective Products within the delivery time agreed by the Parties, and/or
- to pass on to the Supplier the costs generated by incidents causing a flow disruption and/or other problems to the Purchaser and/or the end customer, and/or
- to obtain supplies of the defective Products from another supplier at the Supplier's costs, who shall in this case authorise the Purchaser to use its intellectual and/or industrial property rights, if any, without restriction or reservation and free of charge, and/or
- to request delivery of the defective products in their original condition with their manufacturing equipment or tools, the Purchaser reserving the possibility of having them supplemented by a subcontractor.

The Supplier undertakes to indemnify the Purchaser upon receipt of the corresponding invoice.

### 5.6 / Transfer of ownership and transfer of risk

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**5.6.1:** Unless otherwise agreed between the Parties, the Products become the property of the Purchaser upon delivery at the place fixed by the Purchaser.

Risks shall be borne by the Supplier until unreserved acceptance of the Products at the place designated by the Purchaser.

**5.6.2:** In any event, the transfer of ownership shall not be construed as an acceptance by the Purchaser of the quality and/or conformity of the Product.

**5.6.3:** NO RETENTION OF TITLE CLAUSE STIPULATED BY THE SUPPLIER MAY BE INVOKED OR ENFORCED AGAINST THE PURCHASER UNLESS IT HAS BEEN EXPRESSLY ACCEPTED IN WRITING.

**5.6.4:** THE SUPPLIER UNDERTAKES THAT NO TITLE CLAUSE IS STIPULATED BY ITS OWN SUPPLIERS FOR ANY PRODUCT DELIVERED TO THE PURCHASER.

## Article 6 - PAYMENT

### 6.1 / Price

The price stated on the Purchase Order is firm and definitive and includes packaging costs as well as any other costs, risks or charges related to the execution of the Order.

The Price may only be modified by an amendment signed by the Parties.

Transport costs must be clearly stated.

Any other additional costs of any kind whatsoever must be previously agreed upon in writing by the Purchaser.

Invoices shall be sent upon delivery and preferably in electronic format (in the case of a paper shipment, they will be sent in duplicate), to the name and billing address specified on the order. Invoices shall include, notably the date, the order number and the delivery note number.

### 6.2 / Payment terms

**6.2.1:** Payment of the Product shall be made within thirty (30) days end of the month the fifteenth (15) from the date of issue of the invoice. The invoice shall be issued after effective delivery of the Products.

**6.2.2:** The payment does not constitute an agreement on the delivered Product, nor on the invoiced amount and does not involve any waiver from the Purchaser of any of its rights.

**6.2.3:** The Purchaser shall be entitled at all times to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable at any time by the Purchaser to the Supplier without prejudice to any other rights or remedies available to the Purchaser by law.

## Article 7 - WARRANTY

### 7.1 / Scope of warranty

**7.1.1:** The Supplier warrants that:

- the Products comply with all specifications and other requirements referred to in the Purchase order or provided by the Purchaser,
- the Products are new, of excellent quality, fit for purpose and free from any defect or error in design, material, manufacturing or workmanship.
- the Purchaser against any third parties' claims and undertakes to assume at its own costs any legal proceedings which may occur.

**7.1.2:** The Supplier shall immediately inform the Purchaser of any defect which it has itself detected in its products in order to limit the harmful consequences. He undertakes to insure his civil liability properly in the best terms available on the market and to communicate at the Purchaser's first request a valid insurance certificate.

### 7.2 / Warranty duration

**7.2.1:** The Product warranty is valid for a period of two (2) years from the date of delivery. In the event of hidden defects, the warranty period is two (2) years from the discovery of the hidden defect.

In case of repair or replacement of defective Products, a new twenty-four (24) month warranty period shall run from the date of its repair or replacement.

**7.2.2:** For a period of ten (10) years, the Supplier undertakes to supply spare parts (original or interchangeable).

### 7.3 / Non-performance of the guarantee

If the Supplier is unable to carry out its guarantee, the Purchaser reserves the right to have the necessary repairs and/or replacements done by a third party at the Supplier's costs, without prejudice to the application of the provisions of Article 11 below.

## Article 8 - LIABILITY - FORCE MAJEURE - INSURANCE

### 8.1 / Liability

THE SUPPLIER IS LIABLE FOR ALL DIRECT AND INDIRECT DAMAGE, MATERIAL AND IMMATERIAL, CAUSED TO THE PURCHASER AS A RESULT OF ANY NON-PERFORMANCE OR INCORRECT EXECUTION, TOTAL OR PARTIAL, OF THE ORDER RELATED, NOTABLY, TO DELAYS IN DELIVERIES, DESIGN DEFECTS, NON-CONFORMITY IN REALIZATION, OPERATION OR PERFORMANCE OF THE PRODUCTS. The assistance that the Purchaser may provide to the Supplier for the execution of the Order or the controls that the Purchaser may carry out, cannot exempt the Supplier from its liability.

The Supplier shall be liable for any non-performance or improper performance of the Order by its subcontractors and/or partners involved in the execution of the Order, and for any damage that may result therefrom.

### 8.2 / Force majeure

None of the Parties may be held liable for any failure to comply with any of its obligations, if such failure results from a case of force majeure as defined by law.

Strikes affecting the Supplier, shortages of raw materials, delays by subcontractors, carrier strikes or similar events shall not constitute force majeure for the Supplier.

The invoking Party shall notify the other Party by registered letter with acknowledgement of receipt within three (3) working days of the occurrence of the event. In the event of force majeure invoked by the Supplier and if the duration of this event exceeds more than one (1) month from the date of the above-mentioned letter, the Purchaser reserves the right to cancel the Order without any compensation.

### 8.3 / Insurance

The Supplier shall at its own expenses secure and maintain in force the insurance necessary to duly guarantee the performance of its obligations. In this respect, the Supplier shall communicate any evidence of its insurance policies upon the Purchaser's first request. In the event of insufficient coverage, the Purchaser may demand additional coverage at the Supplier's expense. Insurance shall not constitute a limitation of the Supplier's liability.

## Article 9 – INTELLECTUAL PROPERTY

All equipment, models, drawings, plans, specifications and other information provided and/or paid for by the Purchaser related to the Order shall remain the property of the Purchaser and shall be used by the Supplier only for the performance of the Order.

The Supplier shall not be able to claim any ownership of the equipment, models, plans, specifications and other elements of information and shall not be able to use them outside the scope of the Order. The supplier undertakes to return them in good condition at the Purchaser's first request.

Unless otherwise agreed between the Parties, the Purchaser is the owner of the results of the studies, prototypes, pre-series, mock-ups, moulds and tools, documents and data which it has financed and which have been carried out on its behalf. The Supplier shall not be able to claim any new industrial or intellectual property rights, nor any know-how nor manufacturing secrets on these parts. If the Purchaser expressly accepts the

Supplier's ownership of one of these parts, the Supplier shall grant a free, unlimited and worldwide licence to the Purchaser for its own use.

The Supplier further warrants that it has all intellectual property rights in the Products and that it is authorized to use them.

The Supplier therefore indemnifies the Purchaser against any claims from third parties based on intellectual property rights in the Products.

## Article 10 - CONFIDENTIALITY

**10.1.** The Parties undertake to keep confidential all information, data or documents transmitted by the other Party, in writing or orally (hereinafter "Confidential Information") related to the Order, and not to disclose the Confidential Information directly or indirectly.

**10.2.** The Parties are strongly committed to the execution of this obligation by all their employees, servants, subcontractors, partners, and are responsible for all damages that could result from non-compliance with this obligation.

**10.3.** This obligation of confidentiality does not apply to the Parties:

- In the event of an administrative or judicial injunction,
- For information which, at the time of its disclosure, is or becomes part of the public domain without violation of the Agreement by the receiving Party,
- For information that would be disclosed by a third party lawfully entitled to make such disclosure.

**10.4.** The Parties are bound by this obligation for a period of ten (10) years from the date of the Order.

## Article 11 - TERMINATION

In the event of any failure of a Party to meet its contractual obligations, the other Party shall have the right, after formal notice of default not cured within fifteen (15) days, to immediately terminate the Order, without prejudice to its rights for damages.

The Purchaser shall have the right to terminate any Order, with immediate effect and without compensation, in the following situation:

- a significant change in the working and industrial organization of the Supplier which may prejudice the proper execution of the Order,
- any ceasing by the Supplier of its business activities,
- acquisition of a stake in the Supplier's capital by a directly or indirectly competing company,
- failure to observe safety rules,
- failure to observe the obligation of confidentiality,
- default of insurance.

The Parties agree that the placement of successive orders by the Purchaser shall not be considered as a long term commercial relationship, and so, that the Purchaser shall notably be formally exempted by the Supplier from giving him any prior notice in the event of non-renewal of one or more orders. In the event of termination of an Order, the Supplier undertakes to:

- return, no later than five (5) days after the effective date of termination, all materials and/or documentation provided by the Purchaser.
- transfer to the Buyer the outstanding stock of raw materials and/or finished or semi-finished products and/or the security stock, which he uses for the fulfilment of firm orders and which he holds at the date of termination as well as the security stocks if these have been carried out at the Buyer's request.

## Article 12 - TAX AND LABOR OBLIGATIONS

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The Supplier warrants to the Purchaser that his situation is in order with regard to the tax administration and social protection authorities. It declares that it has fulfilled the various obligations of the countries in which it carries out an activity on behalf of the Purchaser and warrants that it complies, inter alia, with the provisions of the United Nations Universal Declaration of Human Rights, the provisions of the fundamental conventions of the International Labour Organisation (ILO) and the Organisation for Economic Cooperation and Development (OECD), as well as the rules of conduct of the International Chamber of Commerce (ICC). The supplier also warrants that it complies with national and local regulations applicable to its activities in all countries in which it carries on a commercial or production activity. He holds the Purchaser harmless against any claim in this regard.

## Article 13 - ENVIRONMENTAL OBLIGATIONS

Protection of the Environment is part of the Purchaser's core value.

The Supplier undertakes to provide the Purchaser, upon request, with information relating to the consequences of the company's activity to the environment listed in Article R. 225-105 of the French Commercial Code.

The products must comply with the UE laws, regulations and standards relating to environmental protection.

When designing the Products and their packaging, and/or choosing the materials, the Supplier undertakes to take all necessary or useful measures to comply with legal or regulatory requirements regarding environmental protection.

The Supplier undertakes to authorize the Purchaser to carry out, on its premises, any audit relating to the level of fire protection and environmental protection and to take the measures recommended by the Purchaser following such audits, without releasing the Supplier of its obligations and responsibilities.

To this end, the Supplier undertakes to make its best efforts to use environmentally friendly processes, materials or products. The Supplier further undertakes to pass on these obligations to its own subcontractors who are duly authorised by the Purchaser as defined in Article 15.3.1 below.

## Article 14 – GOVERNING LAW – LITIGATION

### 14.1 / Governing law

The present GCP are governed by French law without reference to conflicts of laws principles, and the UN Convention on the International Sale of Goods (Vienna 1980) shall not apply.

### 14.2 / Litigation

Any dispute relating to the execution and/or interpretation of these GCP which the Parties could not resolve in amicable terms within two (2) months from the date of the dispute, shall be brought before the competent Courts of the place of registration of the Purchaser. However, the Purchaser reserves the exclusive right to bring any dispute concerning the Supplier before the courts of the place of registration of the Supplier.

## Article 15 – MISCELLANEOUS

### 15.1 / Commitment to progress

The Supplier undertakes to make every effort to seek improvements in the technical definition of the product (s) and/or services subject to the Order as well as its industrial process with a constant concern to reduce manufacturing costs and improve quality.

### 15.2 / Execution of work

Persons performing work on the Purchaser's premises or its customers' premises in connection with the Order must observe the provisions of the internal regulations of each site as well as the legal provisions in force, in particular those relating to health and safety. Existing regulations for the entry and exit of buildings must be observed. The

Purchaser's liability for accidents occurring within the company to these persons is excluded, except in cases of negligence or wilful misconduct.

### 15.3 / Transfer - Assignment - Subcontracting

**15.3.1:** The Supplier may not subcontract, assign or transfer to third parties all or part of an Order or change manufacturers or sub-contractors without the Purchaser's prior written approval. The Supplier shall remain solely responsible to the Purchaser for the proper execution of the Order under the conditions and within the specified time limits.

**15.3.2:** The Purchaser reserves the right to transfer or assign to a third party of its choice all or part of the Order and the rights and obligations relating thereto, subject to written notice to the Supplier.

### 15.4 / Severability

If any provision of the CGP shall be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of these GCP.

### 15.5/ Right to Audit

upon reasonable notice, Purchasers shall have the right to audit and inspect those portions of the Facility used in the manufacture, packaging, storage, testing, holding, distribution or other handling, receiving or invoicing of the Products and Materials for the sole purposes of ensuring compliance with the Specifications as related to the Products and Materials, each of cGMPs, Applicable Laws, and Regulatory Acts. Purchaser shall have the right to audit and inspect all inventories of Products and Materials contained at the Facility. Such audits or inspections shall occur during normal business hours.

## Article 16 – ANTICORRUPTION

The Supplier shall comply with, and will not cause the Purchaser and its Affiliates, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation with any applicable anti-corruption regulation and notably without limiting the foregoing to any provision of the United States Foreign Corrupt Practices Act (the "FCPA"), U.K. Bribery Act 2010 and the French Sapin 2 law. Without limiting the foregoing, the Supplier will not, directly or indirectly, pay any money to, or offer or give anything of value to, any "government official" as that term is defined by the respective regulations, in order to obtain or retain business or to secure any commercial or financial advantage for him and/or the Purchaser or any of their respective Affiliates.

The Supplier must also (1) make and keep books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the company and (2) devise and maintain a system of internal accounting controls.

The Supplier warrants that all persons acting on its behalf will comply with the provisions of the present article.

The Supplier further warrants and represents that should it learn or have reason to suspect any breach of the covenants in this Agreement, it will immediately notify the Purchaser.

If the Purchaser learns or has reason to suspect or brings evidence that the Supplier has been engaging in material or several repeated breaches of the provisions of the present article, it will notify the Supplier accordingly and require the Supplier to take the necessary remedial action in a reasonable time and to inform it about such action. If the Supplier fails to take the necessary remedial action, or if such remedial action is not possible, the Purchaser may, at its discretion, either suspend the Contract or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the Contract will remain payable, as far as permitted by applicable law.

## Article 17 – DATA PROTECTION

For personal data, each Party shall comply with the regulations of privacy legislation and shall take required technical and organizational measures to protect such data, for example, but not, limited to, against unauthorized access, unauthorized modification or passing on, in particular in case of transmission of such data in a network.

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