

This Contract comprises the Purchase Confirmation overleaf and these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions, express or implied, which Seller purports to apply under any sales note, order confirmation, specification, other document or by any trade, custom, practice or course of dealing). No terms or conditions, express or implied, endorsed on, delivered with or contained in Seller's sales note, order confirmation, specification, other document or any terms or conditions implied by any trade, custom, practice or course of dealing shall form part of this Contract, and Seller waives any right it might otherwise have to rely on any other terms or conditions. Any variation of these terms and conditions shall be ineffective unless expressly agreed in writing and signed by an authorised representative of Buyer.

Each acceptance by Seller of a purchase order issued by Buyer shall be deemed to be an acceptance by Seller to sell goods to Buyer subject to and in accordance with these terms and conditions. Without prejudice to the previous sentence, delivery of the goods, acceptance of payment or any other performance by Seller constitutes acceptance of these terms and conditions. No order placed by Buyer shall be deemed to constitute Buyer's offer to buy the goods or its acceptance of an offer to sell the goods until Buyer issues a Purchase Confirmation together with these terms and conditions.

TERMS AND CONDITIONS OF PURCHASE

These terms and conditions shall apply, except to the extent that any contrary provisions are specified overleaf in the Purchase Confirmation:

1. **Quantity:** The quantity set forth overleaf is subject to a variation not exceeding plus or minus 10%, at Buyer's option.
2. **Shipment:** Seller shall ensure that in accordance with best practice the goods are properly stored, packed, secured, handled and transported in such a manner that they will reach the delivery point specified overleaf undamaged and in good condition. The time(s) specified for shipment and/or delivery overleaf shall be of the essence of this Contract. If the goods are not shipped and/or delivered within the time(s) specified, Buyer shall have the right, in its absolute discretion, to terminate this Contract with respect to all or any undelivered part or instalment of the goods holding Seller liable for all damages. Unless otherwise specified overleaf, all expenses are for the account of Seller until delivered to Buyer at the destination specified overleaf. Title and risk in the goods shall pass to Buyer on completion of delivery by Seller in accordance with this clause. Seller agrees to pay all excess charges or expenses resulting from its failure to ship and route the goods in the least expensive manner or as instructed by Buyer and/or to reimburse Buyer for any such charges paid by Buyer. Unless otherwise specified overleaf, the goods may not be transhipped without the prior written consent of Buyer. This clause shall apply equally to any replacement goods supplied by Seller.
3. **Documents:** On the day of shipment or as soon as possible thereafter, Seller shall send to Buyer complete sets, in the requisite number of copies, of the following duly executed documents: Seller's invoice, full set of clean shipping documents (original bills of lading, express or carriers receipts), certifications of quality and/or quantity, packing list, special storage instructions (if any), if the goods are being delivered by instalments in accordance with this Contract, the outstanding balance of goods remaining to be delivered and any other documents required to be furnished by Seller as specified overleaf. All invoices and packages must show Buyer's contract number indicated overleaf. No packaging material shall be returned by Buyer to Seller, save with its prior written consent and at the full cost and expense of Seller. If the conditions set forth in this paragraph are not complied with by Seller, Buyer at its option, without liability to Buyer and while holding Seller liable for all damages, may (a) refuse to accept delivery of any such shipment, or (b) delay or defer

payment for any such shipment until all conditions have been complied with, or (c) cancel such shipment and/or terminate the undeliverable portion of this Contract and/or any other contract between parties.

4. **Instalments:** Unless specified overleaf or otherwise agreed by Buyer in writing, Seller shall not deliver the goods in instalments. If this Contract provides for delivery in instalments, or if Buyer agrees in writing to accept delivery in instalments, and Seller defaults in making timely delivery of any such instalment, breaches any other term or condition of this Contract or if any goods delivered are defective, Buyer will be entitled to reject the goods, or by giving notice in writing to Seller, terminate this Contract or any undeliverable or undelivered portion thereof and any other contract(s) as may exist between Buyer and Seller and/or may defer or delay payment under this Contract or such other contract(s) until such breach or default is cured. In the event of any such termination by Buyer, Buyer shall have the right to recover damages against Seller by reason of Seller's default or prior breach of this Contract.
5. **Insurance:** (1) Only in the event of CIF or a C&I contract, insurance shall be effected by Seller. Such insurance shall be effected at 110% of the invoice amount, shall be issued by a first class underwriter and include war risk. (2) Seller shall maintain with a reputable insurance company product liability and public liability insurance to cover any liabilities which may arise in connection with the goods or this Contract, in an amount or terms which would be maintained in accordance with best practice by a prudent supplier of similar goods. (3) Any insurance not set forth herein shall be arranged by Seller at the specific request and on the account of Buyer. (4) At Buyer's request, Seller shall promptly send a copy of each insurance policy to Buyer together with a copy of the receipt for the relevant premium. (5) Seller shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil.
6. **Inspection:** Buyer may inspect, test or take samples of the goods at any time before completion of delivery, but Seller shall remain fully responsible for the goods despite any such inspection, testing or sampling, and any inspection testing or sampling shall not constitute or be deemed to be acceptance of the goods by Buyer and shall not in any way limit Buyer's right to reject or make any claim in respect of the goods upon or following delivery. If following inspection, testing or sampling, Buyer considers and notifies Seller that the goods do not conform to this Contract, Seller shall immediately take such remedial action as is necessary to ensure compliance (and Buyer may conduct further inspections, testing and/or sampling at its discretion).
7. **Price:** The price of the goods is as set out in the Purchase Confirmation overleaf. Unless otherwise expressly agreed in writing, the price of the goods includes amounts in respect of value added tax ("VAT"). Seller shall ensure that the invoice for the price is not issued prior to the completion of delivery and includes the date of the order, the invoice number, Buyer's contract number, Seller's VAT registration number (as applicable), the mandatory information required by Article L. 441-9 of the French Commercial Code and any supporting documents that Buyer may reasonably require.
8. **Claims:** Buyer shall have no obligation to inspect the goods upon their arrival at the place of delivery and shall be entitled to make any claims against Seller at any time after actual discovery of any shortage in quantity or any defect in quality, merchantability or fitness of the goods. In addition to any other remedies Buyer may have, Buyer shall be entitled, at its option, to receive replacements of any defective goods or a refund or reduction of the purchase price for any defective goods.
9. **Force Majeure:** In the event of non-fulfilment or delayed performance of all or any part of this Contract, due directly or indirectly, without limitation, to an event of "force majeure",

Buyer shall not be responsible for such non-fulfilment or delayed performance and Buyer may, at its discretion, perform or terminate this Contract or any unfulfilled portion thereof. The term "force majeure" shall have the meaning assigned thereto in Article 1218 of the French Civil Code and shall include, but will not be limited to: government orders, rules or restrictions, fire, flood, epidemic or pandemic, war, strikes (including those against Buyer) or labour disputes, or any other casualties or contingencies beyond the control of Buyer or otherwise unavoidable. The exit of any member state from the European Union or the accession of any additional member state to the European Union shall not entitle either party to claim force majeure or terminate this Contract.

10. **Indemnity:** Seller shall indemnify Buyer and/or its customers against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Buyer arising out of or in connection with: (a) any claim made against Buyer and/or its customers for actual or alleged infringement of a third party's intellectual property rights resulting from the exportation, possession, use or resale of any of the goods in any country, (b) any claim made against Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in goods, to the extent that the defects in the goods are attributable to the acts or omissions of Seller, its employees, agents or subcontractors, and (c) any claim made against Buyer by a third party arising out of or in connection with the supply of the goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Seller, its employees, agents or subcontractors. This clause shall survive the termination of the Contract for whatever reason.
11. **Compliance with Specifications:** Buyer has bargained for the goods listed overleaf and commercially equivalent goods are not acceptable without its prior written approval. All goods shipped or delivered to Buyer shall strictly conform to all specifications, labels, models, drawings, plans, patterns, designs, marks, names, constructions, stamps, samples, packing or other descriptions or instructions of Buyer and shall be subject to final inspection, approval, and/or rejection by Buyer or its agent. Goods which do not so conform may be rejected in whole or in part at the option of Buyer and if rejected may be returned by Buyer to Seller at Seller's risk or may be held for disposition by Buyer at Seller's risk after written notice of such rejection by Buyer to Seller. All charges and expenses of every kind and nature incurred by Buyer in holding such goods for disposition or returning the same to Seller shall be borne by Seller and paid for by or reimbursed by Seller to Buyer if advanced by Buyer. Any delay in inspecting the goods, in giving notice of rejection to Seller or in returning any rejected goods to Seller shall not be deemed an acceptance of such goods by Buyer. In the event Buyer rejects or returns any goods and/or makes any claim with respect to such goods, Buyer shall have the right to withhold any payments due to Seller under this or any other contract between them until such claim or rejection is settled or disposed of. The payment by Buyer of Seller's invoice does not constitute acceptance of the goods covered by such invoice and shall not be deemed a waiver of any rights of Buyer, including Buyer's rights thereafter to inspect, accept or reject or make claim with respect to all or any part of the goods covered by such invoice.
12. **Warranty:** Seller warrants to Buyer that Seller shall transfer to Buyer full title to the goods covered by this Contract free of any encumbrance, that the goods are of satisfactory quality and free from defect in material, design and workmanship, that they are merchantable and fit for any use to which they are normally put, that they are fit for any particular use, in respect of which Buyer relies on Seller's skill and judgment, held out by Seller or of which Buyer has given notice to Seller, expressly or impliedly, and that their importation, sale or use in the country of destination will not violate the laws of the country.

13. **Breach by Seller:** If Seller fails to carry out or is in breach of any of the terms or conditions of this Contract or any other contract with Buyer, Seller is or becomes insolvent or unable to pay its debts as they fall due or Seller is subject to bankruptcy, pre-insolvency, insolvency or reorganisation proceedings (including without limitation, the appointment of a *mandataire ad hoc*, a *procédure de conciliation*, *procédure de sauvegarde*, *procédure de sauvegarde accélérée*, *procédure de redressement judiciaire* or *procédure de liquidation judiciaire*), or is dissolved or liquidated, whether voluntarily or involuntarily, or a receiver or trustee is appointed for all or a substantial part of Seller's assets or Seller makes an assignment for the benefit of creditors, or any other proceedings analogous in nature or effect are instituted by or against Seller, then Buyer may without prejudice to its acceptance of the goods or any other rights or remedies that it may have under applicable law, terminate all or any part of this Contract and Seller shall reimburse Buyer for any loss, damage and expense incurred directly or indirectly as a result of any such event of default, including but not limited to the cost of procuring substitute goods from a third party and the amount of profit Buyer would have received for the goods under any resale contract. Any goods in Buyer's hands on or after such termination may be returned by Buyer to Seller, may be held on Seller's account or may be disposed of by Buyer for the account of Seller at a price and under such circumstances which Buyer deems reasonable, all at Seller's expense and risk. Buyer may refuse to accept any subsequent delivery of goods which Seller attempts to make under the Purchase Confirmation on or after such termination. Whenever Buyer shall be entitled to damages under any term of this Contract, such damages shall include all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Buyer.
14. **Miscellaneous:** (1) No failure to exercise, nor any delay or omission by Buyer in exercising, any right, power or remedy provided under this Contract or by law shall waive that or any other right or remedy. (2) Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first class post or other next day delivery service at its registered office or principal place of business. This clause does not apply to the service of any proceedings or other documents in any legal action. (3) If any clause or any part of any clause of this Contract is or becomes invalid, illegal or unenforceable for any reason under any applicable law, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Where modification is not possible, it shall be deemed deleted. Any modification or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Contract. (4) A phrase or list beginning with "including" is for illustration only and does not limit the generality or extent of any preceding word(s) or phrase. (5) Neither party may, other than a transfer or an assignment by Buyer to its affiliated company in respect of any intra-group reorganisation, assign the benefit or sub-contract its obligations under this Contract to a third party without the other party's prior written consent. If Buyer consents to any subcontracting by Seller, Seller shall remain responsible for all the acts and omissions of its subcontractors as if they were its own. (6) No one other than a party to this Contract or a permitted assignee under this Contract shall have any right to enforce any of its terms. (7) Buyer may at any time, without limiting any of its other rights or remedies, set-off any liability of Seller to Buyer against any liability of Buyer to Seller (8) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Nothing in this Contract shall limit or exclude any liability for (a) fraud or fraudulent misrepresentation; (b) for death or personal injury resulting from negligence; (c) if the loss suffered is a reasonably foreseeable

consequence of and arises directly from gross negligence (meaning *faute lourde* under Article 1231-1 of the French Civil Code) or wilful default (meaning *faute dolosive* under Article 1231-1 of the French Civil Code) (d) nor does this Contract purport to exclude or limit liability arising from the core obligations of the parties pursuant to Article 1170 of the French Civil Code or (e) otherwise to the extent to which it would be unlawful under applicable law to limit or exclude liability.

15. **Construction:** The meaning of any term used herein and the obligations of both parties hereunder shall, to the extent applicable and provided the context does not otherwise require, be determined in accordance with the Uniform Customs and Practice for Documentary Credit and (to the extent that the Incoterms are expressed overleaf) the Incoterms adopted by the International Chamber of Commerce and in effect on the Contract Date. In the event of any inconsistency between these terms and conditions and the Incoterms or UCP, the Incoterms or UCP (as the case may be) shall prevail.
16. **Governing Law and Jurisdiction:** (1) This Contract and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of France. (2) Seller shall submit any disputes or claims against Buyer arising out of or in connection with this Contract or its subject matter or formation to the exclusive jurisdiction of the commercial court of Paris. For the exclusive benefit of Buyer, Buyer may at its sole discretion take action against Seller in the courts of Paris, England and Wales or Tokyo.
17. **Compliance with Laws and Policies:** (1) In performing this Contract, Seller shall comply with, and shall ensure the goods comply with, at its own cost and expense, all applicable laws, statutes, regulations and codes of practice, including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods, in force from time to time. (2) Seller warrants to Buyer that Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract. (3) Seller shall comply with Buyer's policies displayed at <http://europe.marubeni.com/policies/>.