

TERMS OF PURCHASE

ARTICLE 1 – ACCEPTANCE OF THE GENERAL CONDITIONS

These terms of purchase (OT) apply to any order for goods or to the provision of services made by TECHNOMARK if they appear on the order form. By accepting an order form us, the supplier accepts without reservation, by the same token, these general terms of purchase.

ARTICLE 2 – ORDER

Only our purchase order document drawn up by authorized persons will be binding on TECHNOMARK. The supplier or subcontractor must return us a signed order acknowledgement confirming the price and deadlines by fax, mail, or email within 48 to 72 hours. After this period, the order is considered accepted by the Supplier in all the special conditions. After this period, TECHNOMARK reserves the right to cancel without giving the Supplier or Subcontractor the right to any compensation.

ARTICLE 3 – MODIFICATION OF THE ORDER

After sending the order, TECHNOMARK reserves the right to modify the quantities and/or specifications. TECHNOMARK must inform the supplier or Subcontractor in writing, the latter must make known his acceptance or refusal within two calendar days of receiving the information. If no response is received within this period, the supplier will be deemed to have accepted the changes.

ARTICLE 4 – PRICE

We do not accept any reservations or price changes unless they have been expressly accepted in writing by TECHNOMARK. Prices are understood to be carriage and packaging paid.

ARTICLE 5 – DEADLINE

In the event of a delay in one of the contractual deadlines set out in the order and varietal by both

parties, the Supplier will pay penalties equal to 0.5% per working day of the net batch of goods, after one working week. The amount of these penalties is limited to 5% of the price of the net batch of goods. TECHNOMARK reserves the right to modify the delivery dates and delivery quantities per month of scheduled orders (in accordance with the quantity requested) of all or part of the goods, subject to three weeks' notice. The early deliveries earlier than requested and without an agreement accepted in writing by TECHNOMARK, the latter reserves the right to return the goods to the seller at its expense or to withhold payment until the applicable contractual date.

ARTICLE 6 – TRANSPORT/SHIPPING

Unless agreed in writing, the supplier will bear the costs related to the transport and packaging of the goods until acceptance of the goods by TECHNOMARK or any subcontractor appointed by TECHNOMARK. The goods must be perfectly packed by the supplier such that they do not suffer any deterioration during transport and storage. The supplier is required to enclose with the shipment in a sleeve stuck on an external face of the packaging, a delivery note in dual date, indicating the quantity, the description, the product reference, and the order number. Stolen goods may be returned to the supplier at their own risk and expense.

ARTICLE 7 – PAYMENT

Our payments are made after receipt and acceptance of the goods. Invoices must be done the month of receipt of the order by TECHNOMARK and must include all the information provided for in the Commercial Code. Settlement takes place 15 days end of month unless otherwise negotiated between the parties.

ARTICLE 8 – INTELLECTUAL PROPERTY AND MATERIALS

May not be reproduced in whole or in part, nor communicated to third parties without their authorization.

The drawings, plans and specifications provided by IFC-NOMARK for the execution of orders. These documents must be returned to IFC-NOMARK at the first request, without having been copied. They can only be used for the manufacture of parts or assemblies ordered by IFC-NOMARK and can only be destroyed with its agreement.

Moulds, tools, pieces, and other prototypes made in whole or in part from IFC-NOMARK specifications. The tools and moulds must be marked as the exclusive property of IFC-NOMARK. They can only be destroyed with the agreement of IFC-NOMARK.

ARTICLE 9 – GRPD LAW: GENERAL RULES FOR THE PROTECTION OF PERSONAL DATA

IFC-NOMARK applies Law 2016/6/9/-J relating to the GRPD and is therefore likely to collect personal data about you when processing your orders. This processing is systematically carried out as part of the execution of a contract. The recipients of your personal data are the departments in charge of marketing, promotion, and sales administration. We keep this data for the duration of the contract, then for statistical and archiving purposes. In accordance with the applicable regulations on the protection of personal data, you have a right of access, rectification, opposition, limitation of processing, erasure and portability of your data which you can exercise by email to the address rgpc@technomark.fr; or by mail to the address: 1 Allée du Développement, 42350 La Courbière specifying your last name, first name, address and attaching a copy of both sides of your identity document. In the event of non-response from IFC-NOMARK within a legal period of one month, you can file a complaint with the CNIL or any other competent authority.

ARTICLE 10 – QUALITY AND SUPERVISION

The supplier is responsible for the quality of the products and/or services are set up on

appropriate quality control and management system.

IFC-NOMARK reserves the right to require from the supplier the establishment, before each shipment, of a certificate sheet of the goods in accordance with IFC-NOMARK's requirements (e.g.: measurement survey, dimensional control, etc.). The delivered goods must comply with the specifications, parts, and all documents defining the goods ordered which have been made available to the supplier. No technical modification, even minor, should be made without the written consent of IFC-NOMARK. In particular, the supplier must notify us of any transfer of manufacturing, the use of new tools or a new process.

We reserve the right to delegate a representative of IFC-NOMARK a member for the execution of our order as part of the order or to carry out sampling free access during working hours and of a facilities to fully fulfil its mission must be guaranteed.

ARTICLE 11 – GUARANTEES, CLAIMS AND RESPONSIBILITY

The supplier guarantees IFC-NOMARK that the goods delivered or services provided comply with the order placed, with the specifications and criteria for any defect (hidden or apparent or latent).

In the event of non-conformity or defect, IFC-NOMARK will have the possibility:

- to cancel the order and obtain a refund if necessary;
- to request the free replacement of the product by a compliant product;
- to request repair of the defect at the expense of the supplier;
- to make an exceptional exception for minor defects.

Unless otherwise provided in the order, the warranty period is twenty-four (24) months from receipt of the product. Any part replaced, repaired, or corrected will be subject to a new warranty period of 24 months from the date of replacement, repair, or correction.

ARTICLE 12 – ASSIGNMENT TRANSFER SUBCONTRACTING

The supplier may not subcontract, assign, or transfer all or part of an order to third parties or change the manufacturer or subcontractor without the prior written authorization of TECHNOMARK. In the event of a change in direct or indirect control of the supplier or transfer of assets contributing to the performance of its obligations that could cause prejudice to TECHNOMARK, the latter must first seek the express agreement of TECHNOMARK to continue their commercial relationship. In the absence of such an agreement, TECHNOMARK reserves the right to terminate the contract and/or the order from the completion of the operation while the supplier being able to claim the payment of any consideration.

ARTICLE 13 – ENVIRONMENT

The product must comply with the laws, regulations, and standards in force in the European Union in terms of environmental protection. When designing the product and its packaging and/or enclosing materials, the supplier undertakes to take all necessary and useful measures to meet legal or regulatory requirements for environmental protection.

ARTICLE 14 – CONFIDENTIALITY

The supplier undertakes for itself, its staff, and its subcontractors for which it responds to ensure the strict confidentiality of all information concerning us, which it may have collected in the context of its relations with TECHNOMARK. If the supplier has a confidentiality agreement, they should refer to it. In no case and in any form, orders may give rise to direct or indirect advertising to third parties without the prior written consent of TECHNOMARK. In the event of violation of this clause, TECHNOMARK may terminate the order(s) in progress.

ARTICLE 15 – INSURANCE

The supplier is bound to TECHNOMARK, in his capacity as specialist and merchant of his art, of the obligation of advice and information. The supplier acknowledges being insured against all risks that may arise in connection with his order.

ARTICLE 16 – APPLICABLE LAW

The general conditions of purchase are subject to French law.

ARTICLE 17 – DISPUTES

In all disputes concerning these, the parties give jurisdiction to the Commercial Court of Saint Etienne (France), even in the event of multiple defendants or co-defendants.