

## General Conditions

### 1. **Definitions:**

In this Agreement and its Attachments, the terms and expressions listed below, whenever started with capital letter, among other definitions inserted in the General Conditions, shall have the following meanings:

**Agreement:** this Supply Agreement - Equipment and respective Attachments.

**Assembly Date:** The date identified in the SC and referred to in GC 10.1

**Assembly Document:** A document the Supplier shall deliver to SODECIA stating and granting the Equipment was assembled under the proper conditions and is ready to start testing in an appropriate and adequate way.

**Assignee:** as the meaning set forth in GC 21.1.

**Attachment:** An attachment to this Agreement.

**Bank Guarantee:** The Bank Guarantee set forth in GC 16.

**Breach:** as the meaning set forth in GC 25.1.

**Commissioning Letter:** SODECIA's written declaration confirming its final approval of the Equipment, referred to in GC 12.2.

**Commissioning Letter Date:** The date in which SODECIA issues the Commissioning Letter.

**Component(s):** All the physical elements that together form the Equipment.

**Confidential Information:** The information and documents referred to in GC 23.1.

**Corrective Measures:** Any measures, changes or corrections the SUPPLIER deems necessary to remove all Defects on the Equipment or on the Parts produced by the Equipment.

**Date of Agreement:** The date on which both Parties have signed this Agreement.

**Defects:** Any defects or non-conformities affecting the Equipment or the production (including Parts) using the Equipment in terms of size, appearance, safety, quality standards, rules and criteria or other considerations and specifications per the relevant documents referred to in this Agreement, in addition to the rules in the Sodecia Supplier Manual - Equipment.

**Delay or Default:** a delay or default to comply as defined in GC 24.1.

**Delay Penalty:** The penalty in the occurrence of any Delay as determined in GC 24.2.

**Delivery Date:** The date identified in the SC and referred to in GC 9.3.

**Design and Construction Review Date:** The date identified in the SC and referred to in GC 7.1.

**Equipment:** The Equipment as identified and described in Attachment 1.

**Equipment Documents:** The relevant documentation related to the equipment to be delivered by the SUPPLIER to SODECIA, as listed in the SC 4.

**Final Approval Date:** The date identified in the SC and referred to in GC 12.1.

**GC:** the General Conditions in this Agreement.

**Incoterms:** terms and sale conditions published by International Chamber of Commerce 2010.

**IP Penalty:** the penalty referred to in GC 22.14.

**Milestones:** The most relevant phases to be performed by the SUPPLIER under the terms of the Working Schedule.

**Milestones Date:** The date of conclusion of each Milestone.

**NDA:** the Non-Disclosure Agreement executed by and between the Parties on Sodecia Supplier Portal.

**Party or Parties:** The SUPPLIER and SODECIA individually or together.

**Price:** The price of the Equipment as determined in GC 17.

**Presentation Date:** The date identified in the SC and referred to in GC 8.1.

**Provisional Approval:** provisional approval of the Equipment by SODECIA after presentation and tests before shipment, under GC 8.3.

**Provisional Approval Date:** The date identified in the SC and referred to in GC 8.3.

**Purchase Order:** the notification by SODECIA to the SUPPLIER to start production of the Equipment. A Purchase Order incorporates the GC.

**SC:** The Special Conditions in the Supply Agreement.

**Sodecia's Documents:** The information and/or documents disclosed by SODECIA or which the SUPPLIER had access to under this Agreement.

**Sodecia IP Rights:** the intellectual property rights described in GC 22.1.

**Sodecia Supplier Portal:** the electronic portal to be used by any supplier to Sodecia.

**Staff:** The officers and employees of a Party.

**Start of Production Date:** The date in which the Equipment shall be ready to start production.

**Termination Letter:** The notice to terminate this Agreement per Breach or non-conformity.

**Specification:** the relevant items and specifications necessary and sufficient to design and construct the Equipment.

**Specification Forms:** The documents containing the Specifications.

**Warranty Period:** The period set forth in SC and GC 15.1.

**Working Schedule:** The document to be delivered by the Supplier to SODECIA as determined in GC 6.2.

## **2. Previous Documentation/information**

- 2.1.** Prior to this Agreement, SUPPLIER had access to the following documentation/information and/or issued and/or delivered the following documents/information: (i) Register on Sodecia Supplier Portal with related data/documents; (ii) Supplier's Initial Representations and Warranties; (iii) NDA; (iv) GC; (v) Request for Quotation (RfQ); (vi) Technical Drawings; (vii) Specifications; (viii) Sodecia Supplier Manual – Equipment;
- 2.2.** SUPPLIER states and confirms having had prior access to the referred documents/information, with proper notice, and that had no objection, doubt or need for any clarification, addendum or completion of any data in order to prepare and deliver its quotation.
- 2.3.** Upon submission of its quotation, SUPPLIER accepts all the referred documents that must be read as if specifically incorporated herein and constitute an integral part of this Agreement.

Any terms contained on SUPPLIER's quotation, which are contrary to, or different than, SODECIA's GC or the SC contained herein are expressly rejected.

## **3. Object**

- 3.1.** SUPPLIER represents, warrants and covenants that holds all information (including written, drawings or any other materials) to perform all duties and obligations under this Agreement, including the Specifications, and does not request any additional, complementary or other information or clarification for the design and construction of the Equipment.
- 3.2.** Subject to a Purchase Order issued by SODECIA, the SUPPLIER undertakes to design and construct the Equipment, so that it is suitable for SODECIA's particular purpose and use.

- 3.3. SUPPLIER acknowledges the Equipment is intended to be used in production over a long period of time and must retain suitable technical characteristics throughout its useful life.
- 3.4. The Equipment's design constructions, as well as the respective services, are of full and exclusive duty and liability of the SUPPLIER, notwithstanding that SUPPLIER receives any assistance from SODECIA or any other party or sub-contractor.
- 3.5. Any fault, defect, inadequacy on the design or construction of the Equipment may not and shall not be used, and SUPPLIER may not rely on or claim any defence, diminution, exclusion or limitation of his liability towards SODECIA.
- 3.6. SODECIA has no obligation to suggest changes or adjustments to the design of the Equipment and cannot and shall not be held liable for any suggestion it may make.
- 3.7. SUPPLIER shall render all services under this Agreement and the respective production on the premises indicated in the SC. Any change to such premises relies on SODECIA's prior written approval.

#### **4. Equipment Documents**

- 4.1. SUPPLIER shall deliver to SODECIA all relevant documents referring to the Equipment designated in the SC (the "Equipment Documents") and to provide any necessary clarifications requested by SODECIA or necessary to commission, operate and maintain the Equipment. Such information and drawings shall be supplied in number of copies agreed upon or at least one copy each.
- 4.2. SODECIA shall be informed on the updated work in progress regarding the Equipment by regular written reports from the SUPPLIER.
- 4.3. SUPPLIER shall promptly inform SODECIA on all requested items during the design, construction and test of the Equipment.
- 4.4. SUPPLIER shall propose the supply of Components subject to rapid wear and tear to be held in reserve, including standard Components.

#### **5. Component Warranty**

- 5.1. SUPPLIER shall be solely responsible and liable for the Components quality and warranty and shall request a Component warranty from its suppliers, which shall be assigned to and enforceable by SODECIA.
- 5.2. Any Component's fault, defect, inadequacy, non-conformity or lack of quality shall not serve as, and SUPPLIER may not rely on or claim, any defence, diminution, exclusion or limitation of the SUPPLIER's liability to SODECIA.
- 5.3. A claim by the SUPPLIER against any Components' supplier shall not impair, preclude, diminish or hinder any of SODECIA's rights hereunder or at law or equity.

#### **6. Kick-off meeting**

- 6.1. Within the period of 15 (fifteen) days from the Date of Agreement, SUPPLIER shall meet with SODECIA and deliver a Working Schedule subject to SODECIA's written approval.
- 6.2. The Working Schedule shall include, but is not limited to, a clear definition of the most relevant Milestones, with description of the respective activities and the due date to conclude each of them (the "Milestone Date").
- 6.3. Regardless of SODECIA's approval, the Working Schedule is the sole liability, responsibility and obligation of the SUPPLIER for the purposes of duly, complete and timely conclusion and delivery of the Equipment as per this Agreement and respective Attachments. Therefore, the approval of the Working Schedule by SODECIA does not affect or impair any provisions of this Agreement or any SODECIA's right under the Agreement or at Law or equity.
- 6.4. After approval by SODECIA, the Working Schedule shall become an Attachment to this Agreement (Attachment 6.4).

- 6.5. Upon the occurrence of any Delay in excess of 30 (thirty) days from the Date of Agreement to deliver and to obtain SODECIA'S written approval on the Working Schedule, SODECIA shall have the right to immediately terminate this Agreement and be entitled to the Delay Penalty calculated as per SC 15 and referred to in GC 24.2.
- 6.6. In case SODECIA reasonably believes that any Milestone will not be fully concluded as per the respective Milestone Date, SODECIA is entitled to demand in writing that the SUPPLIER prepare and present, within 5 (five) days of such written demand, a written recovery plan and reasonable assurances of performance subject to SODECIA's satisfaction.
- 7. Design and Construction (drawings & technical information)**
- 7.1. Up to the Design and Construction Review Date, SUPPLIER shall convene a meeting with SODECIA in order to review the design and construction details of the Equipment, by giving notice of 5 (five) days.
- 7.2. The SUPPLIER shall, in proper time, provide drawings showing the manner in which the Equipment is to be installed, together with all information required for preparing suitable foundations, for providing access for the Plant and any necessary equipment to the site and for making all necessary connections to the Equipment.
- 7.3. Any delay to meet as per 7.1 above, in excess of the days indicated in the SC 5, beyond the Design and Construction Review Date, shall be deemed as a Delay by SUPPLIER and trigger SODECIA's right to claim and recover the Delay Penalty from the SUPPLIER as per GC 24.2.
- 7.4. A Delay to meet as per 7.1 above in excess of the days indicated in the SC beyond the Design and Construction Review Date shall be deemed as a Breach by Supplier and trigger SODECIA's right to immediately terminate this Agreement, in addition to the right to claim and recover the Delay Penalty calculated as per GC 24.2.
- 8. Equipment Presentation (tests before shipment)**
- 8.1. Up to the Presentation Date, the SUPPLIER shall convene a meeting with SODECIA, to be held at the SUPPLIER's premises, to conduct the first test of the Equipment in the presence of SODECIA representatives, by giving notice of 10 (ten) days.
- 8.2. The Equipment' test shall be performed in accordance with complete verification of the Equipment's definition and characteristics compliance as defined in Attachment 8.2. If Attachment 8.2 does not include such definitions and characteristics, the Equipment' test shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of SODECIA premises.
- 8.3. Equipment shall be subject to SODECIA's evaluation and to Provisional Approval up to the Provisional Approval Date.
- 8.4. Any Delay on the Provisional Approval Date referred to in GC 8.3 triggers SUPPLIER liability for all SODECIA's expenses occurred due to such Delay.
- 8.5. Any delay to the Provisional Approval in excess of the days indicated in the SC beyond the Provisional Approval Date shall be deemed as a Delay by SUPPLIER and will trigger SODECIA's right to claim and recover the Delay Penalty from the SUPPLIER as per SC 15 and referred to in GC 24.2.
- 8.6. A Delay to the Provisional Approval in excess of the days indicated in the SC beyond the Provisional Approval Date shall be a deemed as a Breach by SUPPLIER and trigger SODECIA's right to immediately terminate this Agreement, in addition to the right to claim and recover the Delay Penalty calculated as per GC 24.2.
- 9. Equipment Transport and Delivery**
- 9.1. After the Provisional Approval, SUPPLIER shall be entitled to start the delivery of the Equipment, including packaging suitable for transportation, with damage, rust and safety protection, at its own risk and liability, unless SUPPLIER has received express written instructions on the contrary by SODECIA.
- 9.2. SUPPLIER shall have the Equipment ready for transportation and provide SODECIA with all relevant documents for exportation legal procedures.

- 9.3. The Equipment shall be delivered by the SUPPLIER to SODECIA premises up to the Delivery Date, under the Incoterms indicated in the SC, under full responsibility and liability of Supplier.
- 9.4. A delay to deliver the Equipment in excess of the days indicated in the SC beyond the Delivery Date shall be deemed as a Delay by SUPPLIER and trigger SODECIA 's right to claim and recover the Delay Penalty from the SUPPLIER as per GC 24.2.
- 9.5. A Delay to deliver the Equipment in excess of the days indicated in the SC beyond the Delivery Date shall be deemed as a Breach by SUPPLIER and trigger SODECIA's right to immediately terminate this Agreement, in addition to claim and recover the Delay Penalty as per GC 24.2.
- 10. Equipment's Assembly**
- 10.1. SUPPLIER shall assemble the Equipment in SODECIA's premises at Supplier's sole and exclusive cost and liability, up to the Assembly Date.
- 10.2. Any assistance by SODECIA shall not, in any event, affect, limit or exclude SUPPLIER's liability under this GC 10 or otherwise.
- 10.3. SODECIA shall make available to the SUPPLIER, at SODECIA's premises, cranes, lifters, ropes, chains, hooks and other material suitable to handling the Equipment for the assembly ("Sodecia M&E"), provided, however, that, except for the gross negligence of SODECIA, SODECIA shall have no liability to SUPPLIER or SUPPLIER's employees or contractors for any damage or injury as a result of the use of SODECIA M&E and Supplier shall indemnify, defend and hold harmless SODECIA as provided in GC 28.
- 10.4. SODECIA shall provide an adequate and sheltered area, close to the final location in which the Equipment shall be assembled.
- 10.5. Up to the Assembly Date, SUPPLIER shall issue and deliver to SODECIA the Assembly Document, certifying that the Equipment was assembled under the appropriate conditions and that it is ready to start testing in an appropriate and adequate way to meet or exceed SODECIA's particular purposes.
- 10.6. A Delay to assemble the Equipment and/or to validly issue the Assembly Document in excess of the days indicated in the SC beyond the Assembly Date shall be deemed as a Delay by SUPPLIER and trigger SODECIA 's right to claim and recover the Delay Penalty from the Supplier as per GC 24.2.
- 10.7. A Delay to assemble the Equipment and/or to validly issue the Assembly Document in excess of the days indicated in the SC beyond the Assembly Date shall be deemed as a Breach by SUPPLIER and trigger SODECIA's right to immediately terminate this Agreement, in addition to the Delay Penalty calculated as per GC 24.2.
- 11. Testing of Equipment (taking over test)**
- 11.1. Within 10 (ten) days after receipt of the Assembly Document, SODECIA shall conduct further tests on the Equipment in the attendance of SUPPLIER's representatives (safe if Supplier declares in writing that its representative shall not be present at the moment of testing, or if the SUPPLIER's representative fails to attend on the designated dates of testing).
- 11.2. The taking over tests shall be carried out during normal working hours, or at the timing defined by Sodecia.
- 11.3. SODECIA's Staff, under the SUPPLIER's supervision (if the respective representatives attend), shall perform the tests.
- 11.4. SODECIA shall inform the SUPPLIER in writing of any Defects or imperfections in the Equipment or in the Parts produced by the Equipment ("Complaint").
- 12. Equipment's Commissioning – Final approval**
- 12.1. SUPPLIER hereby represents warrants and agrees that, and SUPPLIER shall take all necessary actions in order to deliver and assure SODECIA that, the Equipment shall be installed, tested and validated and in the proper condition suitable for SODECIA's particular purposes for final approval by SODECIA no later than the Final Approval Date.

- 12.2.** SODECIA shall conduct the relevant tests to the Equipment and if the test results are satisfactory to SODECIA in SODECIA' sole discretion, SODECIA shall deliver a written declaration to the SUPPLIER with final approval of the Equipment (the Commissioning Letter).
- 12.3.** If the Commissioning Letter is not issued within a period of 15 (fifteen) from the Final Approval Date for any reason not attributable to SODECIA, SUPPLIER shall be in Default hereunder and SODECIA shall have the right to claim and recover the Delay Penalty from the SUPPLIER as per GC 24.2.
- 12.4.** If the Commissioning Letter is not issued within a period of 30 (thirty) from the Final Approval Date for any reason not attributable to SODECIA, SUPPLIER shall be in Default hereunder and SODECIA shall have the right to immediately terminate this Agreement, in addition to the Delay Penalty calculated as per GC 24.2.
- 13. Training**
- 13.1.** SUPPLIER undertakes to train SODECIA's Staff to safely and properly use and operate the Equipment.
- 13.2.** Attachment 13.2 contains the specifications to such training.
- 13.3.** All costs and expenses with SUUPLIER's staff related to or in connection with the training shall be borne by the SUPPLIER.
- 14. Complaints**
- 14.1.** In the event SODECIA delivers a Complaint regarding Defects in the Equipment and/or in the Parts produced by the Equipment to the SUPPLIER, then SUPPLIER shall immediately produce or take any measures, changes corrections, repairs or replacement (the Corrective Measures) to the Equipment to eliminate any such Defects to the satisfaction and under the sole discretion of SODECIA.
- 14.2.** After accomplishing the Corrective Measures, SUPPLIER shall notify SODECIA that the Equipment is ready to conduct new tests.
- 15. Warranty Period - Subsequent Complaints**
- 15.1.** The Equipment's final approval as per GC 12 does not prevent SODECIA, during a period from the Commissioning Letter indicated in the SC (the Warranty Period), to address new claims against Defects in the Equipment and/or in the Parts produced by the Equipment, whether equivalent to previous claims or of a different nature or material, unknown at the Commissioning Letter date ("Warranty Claim").
- 15.2.** SUPPLIER shall immediately take all Corrective Measures (with the meaning set forth in GC 14.1) to eliminate such Defects to the satisfaction of SODECIA in SODECIA's sole discretion.
- 15.3.** SUPPLIER shall notify SODECIA of the conclusion of the Corrective Measures put in place for SODECIA's reassessment of the Equipment and Parts.
- 15.4.** If the Defects are not solved within a 10 (ten) days period from the claim, SODECIA shall have the right, power and authority to perform, directly or by another person or entity, any Corrective Measures, without any prior notice to the SUPPLIER and to offset any costs, amounts or liabilities incurred by SODECIA against the Price and payment under GC 19..
- 15.5.** A new Warranty Period shall start upon approval by SODECIA of the Corrective Measures performed as per GC 15.2 and 15.4. Any Warranty Claims issued during the new Warranty Period are limited to the Defects which were the subject of the Corrective Measures.
- 15.6.** SUPPLIER shall be liable to SODECIA for all direct and indirect losses, costs, and damages, including the costs of the performed Corrective Measures, internal and external costs, lost profits and incidental and consequential damages, foreseen or unforeseen, ("Damages") in the event of breach of GC 15.2. and 15.4.
- 16. Bank Guarantee**
- 16.1.** SUPPLIER shall deliver to SODECIA, within 10 (ten) days of the Date of Agreement, a Bank Guarantee, enforceable on first demand, by a AAA raking Bank, in the maximum amount indicated in the SC, to

guarantee the complete, and prompt performance by and compliance with all of SUPPLIER's duties, obligations, deliveries, and liabilities under this Agreement.

**16.2.** SUPPLIER undertakes to assure the Bank Guarantee's validity and enforceability in accordance with the previous General Condition.

**16.3.** SUPPLIER shall bear the cost of the Bank Guarantee.

**16.4.** Delivery of the Bank Guarantee is a condition to this Agreement and, therefore, the breach, in whole or in part, of the terms and conditions ascribed in this GC shall be a Default by SUPPLIER and SODECIA shall have the right to immediately terminate this Agreement by notifying the SUPPLIER in writing with immediate effect and notwithstanding SUPPLIER's liability for any damages.

**17. Price**

**17.1.** Price for the Equipment, including all work, performance, services and labor related to or in connection with the duly, timely and complete performance of this Agreement is indicated in the SC.

**17.2.** Price also includes any and all costs, expenses, charges, manufacture, maintenance, tools, warranties, raw materials, storage, packaging, conditioning, accessories, information, documentation, communications, testing, equipment, instruction, training, transport, delivery, loading, unloading, insurances, currency fluctuations, fees, taxes, obligations, licenses and import and customs duties, directly and indirectly related to the production and services per this Agreement. SUPPLIER may not ask for any additional amount under any circumstances.

**17.3.** Price is based on the following documents attached to this Agreement: (i) Request for Quotation; (ii) Technical drawings; (iii) Any specifications; (iv) Cost Break Down (CBD).

**17.4.** Price is fixed and cannot, under any circumstances, be revised during the entire term of this Agreement other than expressly permitted in a Clause of this Agreement.

**17.5.** SUPPLIER cannot, under any circumstances, demand any other payments for additional or different works, which have been carried out to the perfect, complete and timely performance of this Agreement and all obligations pertaining to SUPPLIER herein.

**18. Invoice and Payment**

**18.1.** Price shall be invoiced and paid as determined in the SC.

**18.2.** SUPPLIER cannot, under any circumstances, demand from SODECIA any payment in advance.

**18.3.** If SODECIA advances any payment, in whole or in part, such advance payment shall be in the sole discretion of SODECIA and shall not establish a course of conduct for any purpose, and the respective amount shall be deducted from the next due Price instalment.

**18.4.** Upon payment, SUPPLIER shall issue the respective receipt.

**18.5.** SODECIA shall be entitled to retain payments provided that SUPPLIER did not fully and timely eliminated any Defects.

**19. Right to set-off**

**19.1.** SODECIA is granted the right to set-off against or to recoup from any payment or other obligation owed to SUPPLIER, in whole or in part, any amounts SODECIA is entitled to under this Agreement or applicable law.

**19.2.** The set-off by SODECIA does not entitle the SUPPLIER to stop performing any and all of its duties nor to suspend, delay, reduce or limit its activities under this Agreement.

**20. Representations by Supplier**

**20.1.** Supplier hereby repeats and offers all and any of the representations and warranties previously offered on the Sodecia Supplier Portal and in any document attached or registered thereto, in particular the Suppliers' Warranties offered in the Supplier's Initial Representations and Warranties, representing and warranting that, on this date, all and any of such representations and warranties remain valid and in full force and are deemed to be reproduced and copied in these GC.

- 20.2. SUPPLIER further represents and warrants that it has and shall keep at all times during the term of this Agreement the industrial, organizational, economic and financial means necessary for the promptly and complete performance of this Agreement.
- 20.3. SODECIA or a third party designated by SODECIA may at any time review the industrial, organizational, economic and financial condition of SUPPLIER and SUPPLIER shall fully cooperate in such review and promptly provide copies of or access to requested documents, including financial records and statements. SODECIA and any designated third party shall keep confidential any confidential information about SUPPLIER's information and shall use it only for purposes of the review.
- 20.4. SODECIA is allowed to conduct audits and inspections to SUPPLIER's premises and to SUPPLIER's Assignee premises, including with the participation of SODECIA's customers, in order to confirm compliance with all requirements, by giving prior notice.
- 20.5. SODECIA acceptance, inspection, or failure to inspect does not relieve SUPPLIER of any of its responsibilities or warranties, nor releases SUPPLIER from its obligation of testing, inspection and quality control.
- 20.6. In the event of breach of any representation, warrant or covenant under this Clause SODECIA shall have the right to immediately terminate this Agreement or, at its sole election and discretion, specifically enforce the terms of this Agreement.
- 20.7. Nothing in this Clause shall operate, or be interpreted, as a waiver of any SODECIA's rights. SODECIA expressly reserves any and all other claims, causes, rights, actions, proceedings and shall have damages against the SUPPLIER as provided herein or under applicable law.

**21. Third parties**

- 21.1. SUPPLIER may not, without SODECIA's prior written consent, (i) assign or delegate (including without limitation by subcontract) to a third party its obligations under this Agreement, or (ii) enter or offer to enter into a transaction with a third party that includes a sale of a substantial portion of its assets used for the production and supply or a merger, sale or exchange with a third party of stock or other equity interests that would result in a change of control of SUPPLIER (any third party entering to an agreement per this clause is herein designated by "Assignee"). SUPPLIER cannot assign other works or replace the Assignee without SODECIA's prior written consent.
- 21.2. Any Assignee shall carry out its obligations under the conditions set forth hereunder (including providing information and documents requested and granting access by SODECIA to its premises for audits and inspections to factory premises, equipment, industrial and process control systems, warehouse systems etc.).
- 21.3. SUPPLIER cannot, under any circumstances, rely on any fact attributable to a third party and in particular to any Assignee as a reason or ground for default or breach of any of the obligations per this Agreement; and  
  
SUPPLIER retains all responsibility for supplying, including all related warranties and claims, and shall be liable to SODECIA for Assignee's performance of any and all obligations under this Agreement and/or the agreement with Assignee, unless otherwise expressly agreed in writing by SODECIA. SUPPLIER is expressly forbidden to assign, in whole or in part, credits against SODECIA, without SODECIA's prior written consent.
- 21.4. SODECIA shall have the right to assign any benefit or duty under this Agreement to any third party upon written notice to SUPPLIER with or without consent and shall thereafter be released of such duty.

**22. Intellectual property**

- 22.1. Intellectual property rights, of which SODECIA is the holder or licensee and those entrusted to SODECIA by its costumers or third parties, whether registered or not registered, as well as the SODECIA's Documents (the "Sodecia IP Rights") may only be used by SUPPLIER for purposes strictly necessary to the correct performance of this Agreement and cannot be used for any other purpose without SODECIA's prior written consent.



- 22.2.** SUPPLIER agrees to take the necessary actions to respect and protect Sodecia IP Rights and prevent its officers, employees or third parties from affecting, impairing or encumbering such rights.
- 22.3.** SUPPLIER is a bona-fide depository of SODECIA's Documents and is required to employ its best efforts to keep, store and safeguard SODECIA's Documents. SUPPLIER shall be considered to have used its best efforts if it has applied the same degree of care that it applies to keep, store, safeguard and prevent disclosure of its own documents and, at least, as much care, as a normally prudent businessman would apply under the circumstances.
- 22.4.** SUPPLIER must hand over to SODECIA or destroy the SODECIA's Documents upon SODECIA's request.
- 22.5.** SUPPLIER may not publicly use names, marks, products or any assets covered by SODECIA's IP Rights without prior written consent by SODECIA.
- 22.6.** SUPPLIER warrants that the performance of the undertakings per this Agreement does not infringe any industrial or intellectual rights, or any other rights of any third party.
- 22.7.** Whenever SODECIA so requests, SUPPLIER shall authorise SODECIA, to the extent possible and free of charge, to use the intellectual property rights that SUPPLIER holds, which are necessary for the performance of this Agreement.
- 22.8.** SUPPLIER shall inform SODECIA of any and all innovations arising within the SUPPLIER's organization in connection with the performance of this Agreement, including without limitation inventions, suggestions for technical improvements, know-how, and any other individually identifiable intellectual property. It shall furnish all documentation necessary to assess such innovations and provide SODECIA with any requested information related thereto.
- 22.9.** All documents that make up the design belong to the SUPPLIER, until SODECIA approves the Equipment, or upon SODECIA'S termination of this Agreement.
- 22.10.** SUPPLIER hereby agrees that the ownership of such documents shall be transferred to SODECIA upon approval of the Equipment or SODECIA's termination of the Agreement, free of charges.
- 22.11.** SUPPLIER shall immediately inform SODECIA in writing, of any grievances, complaints or legal proceedings that have been brought or notified to the SUPPLIER or of which it is aware, which relate, directly or indirectly to intellectual property rights that may affect the performance of this Agreement.
- 22.12.** SUPPLIER acknowledges that the breach of Sodecia IP Rights may result in damages of commercial and industrial nature to SODECIA, including but not limited to actual damages, loss of profit and personal injury, such as loss of goodwill, loss of trust from clients, potential clients, suppliers and potential suppliers and loss of competitive position. Simple monetary compensation may not be sufficient for the full reparation of all damages.
- 22.13.** SUPPLIER shall indemnify and hold harmless SODECIA, SODECIA's Group and/or any third party for all damages and losses resulting from or in connection with any breach of Sodecia IP Rights.
- 22.14.** For each breach of Sodecia IP Rights, SUPPLIER shall pay to SODECIA the amount indicated in the SC (the "IP Penalty"), notwithstanding the right to claim for any higher loss or damages actually suffered, including administrative, legal, court and other expenses.
- 23. Confidentiality**
- 23.1.** This Agreement, the information and documents delivered by and between the Parties or that the SUPPLIER has access to in relation or in connection with this Agreement (regardless of the support or means of transmission) shall be deemed as Confidential Information, subject to the terms of the NDA, which is valid and binds the Parties.
- 23.2.** To all intents and purposes, the terms of the NDA are deemed to be reproduced and duplicated in these GC.
- 23.3.** This GC shall survive the termination of this Agreement for a period of 2 (two) years.
- 24. Delay or Default**

- 24.1.** Failure to fulfil in a duly, complete and proper manner any duty, obligation, agreement, covenant, representation or warranty under the terms of this Agreement, attributable to a Party, is deemed to be a Delay or Default by such Party.
- 24.2.** Apart from other consequences set forth in the Agreement, a penalty is fixed in favor of SODECIA for a daily amount indicated in the SC (the "Delay Penalty"), notwithstanding to the right to higher compensation for damages and losses actually suffered.
- 24.3.** Notwithstanding the Delay Penalty and the provisions in the preceding points, in case of any Delay, SODECIA reserves the right to execute or instruct a third party to execute any actions that SODECIA deems, at its sole discretion, to reduce damages or any consequences arising from or related to such Delay. SODECIA must inform supplier in advance.
- 24.4.** The Delay Penalty is warranted even if SODECIA claims any other compensation, deems the service as being definitively unfulfilled or terminates the Agreement, in the latter case being calculated up to the date of the definitive unfulfillment or the date of the Agreement termination.
- 24.5.** Delay by SODECIA to pay, in whole or in part, the Price as per the SC, in excess of 30 (thirty) days shall grant the SUPPLIER the right to claim for interest rate over the overdue amount.
- 24.6.** SUPPLIER shall not withhold performance of its obligations, nor exercise any right of retention upon occurrence of a Delay by SODECIA.
- 25. Breach by Supplier**
- 25.1.** Further to other provisions in this Agreement, failure by SUPPLIER to fulfil in a duly, complete and proper manner any duty, obligation, agreement, covenant, representation or warranty under the terms of this Agreement, which is not cured within a period of 15 (fifteen) days after the due date as set forth in the respective GC or Attachment is deemed to be a Breach.
- 25.2.** SUPPLIER takes full liability for all damages caused to SODECIA, Sodecia Group's companies, customers or any third parties, resulting from a Breach notwithstanding the right to terminate the Agreement.
- 26. Force majeure**
- 26.1.** SODECIA can decline the provision of services by the SUPPLIER, cancel Purchase Orders and either Party has the right to terminate the Agreement in cases of force majeure, defined as events not attributable to the Parties, including natural disasters, fires, explosions, floods, storms, wars, riots, coups, decisions made by judicial, governmental or other authorities, labour disturbances or strikes, relating to SODECIA, Sodecia Group or its customers.
- 27. Termination for Breach or non-conformity**
- 27.1.** SODECIA is entitled to terminate this Agreement:
- 27.1.1.** In the event of a Breach by SUPPLIER; or
- 27.1.2.** If SUPPLIER threatens to breach this Agreement; or
- 27.1.3.** In the event of opening a bankruptcy, liquidation, insolvency, creditor protection or equivalent proceedings in relation to SUPPLIER; or
- 27.1.4.** In the event of application for attachment, seizure, embargo, appropriation or other precautionary measures with respect to the assets or shareholdings of the SUPPLIER; or
- 27.1.5.** In the event SUPPLIER is, or becomes, a competitor to SODECIA or to Sodecia Group companies; or
- 27.1.6.** In the event of force majeure; or
- 27.1.7.** In any other event provided for in any specific GC of this Agreement.
- 27.2.** This Agreement is terminated upon receive of the written notice issued by the Party entitled to terminate describing the reasons, matter or circumstances forming the basis of its right to terminate (the "Termination Letter").

- 27.3.** Upon termination no Party shall be relieved or released from any liabilities or damages, according to applicable law and/or the terms of this Agreement arising out of the Party's Breach or Delay.
- 27.4.** Further to any other rights under this Agreement, in the event of Termination SODECIA shall be entitled to:
- 27.4.1.** request SUPPLIER to return everything received from SODECIA, including any documents, raw materials and the repayment of instalments which have been paid (SUPPLIER shall be obliged to the immediate return at its own cost); and, after receiving all such things from SUPPLIER, returning the Equipment, which it has already received, to SUPPLIER (the respective costs to be bear by SUPPLIER); or, alternatively;
- 27.4.2.** keeping the Equipment for the price already paid, being SUPPLIER entitled to keep the instalments already received;
- 27.4.3.** and paying the open invoices issue by SUPPLIER in accordance with this Agreement and accepted by SODECIA, which SODECIA shall not unreasonably withhold.
- 27.5.** Should SODECIA opt to keep the Equipment, SUPPLIER shall not be entitled to request any additional sum apart from the instalments already received.
- 27.6.** Should SODECIA opt not to keep the Equipment, SODECIA has the right of retention over the Equipment for as long as everything handed over to the SUPPLIER has not been returned and all damages and penalties have not been fully paid.
- 28. Liability and insurance**
- 28.1.** SUPPLIER takes full and sole liability for (i) injuries to persons, including death, (ii) damages to property of any kind or nature, (iii) product liability and (iv) product recall, in all cases including claims, suites, causes of action, liabilities and expenses of any kind caused by or resulting from or in connection with the Tool(s) and Checking Fixture and shall defend, indemnify and hold SODECIA, its shareholders, directors, officers and employees, harmless.
- 28.2.** SUPPLIER shall keep a current and valid public liability insurance policy covering its liability per the previous number, with a coverage amount indicated in the SC 17. The coverage amount does limit SUPPLIER's liability.
- 28.3.** In relation to product liability and product recall coverage, the insurance shall prevail throughout this Agreement and for a period of 3 (three) years after its termination.
- 28.4.** Upon request, SUPPLIER shall provide copy of the insurance policy to SODECIA.
- 29. Exercise of Rights**
- 29.1.** The non-exercise or late or partial exercise of any right to which the Parties are entitled hereunder does not entail and cannot be construed as a waiver of that right nor can it preclude the subsequent exercise of that right nor does it constitute a debt moratorium or notation of debt.
- 29.2.** A waiver of any breach of this Agreement by a Party shall not be deemed to be a waiver of any subsequent breach.
- 30. Relationship of Parties**
- 30.1.** SODECIA and SUPPLIER are independent contracting Parties and nothing in this Agreement will make either Party the employee, agent or legal representative of the other for any purpose, nor grants either Party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 30.2.** SUPPLIER will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of this Agreement, except as expressly provided in a written agreement signed by SODECIA.
- 30.3.** All employees and agents of SUPPLIER or its respective suppliers or contractors are employees or agents solely of SUPPLIER or such suppliers or contractors, and not of SODECIA, and are not entitled to employee benefits or other rights accorded to SODECIA employees.

SODECIA takes no liability for any obligation with respect to employees or agents of SUPPLIER or its suppliers or contractors.

**31. Personal Data**

- 31.1.** The Parties and their representatives shall mutually authorize the collection, use, processing and treatment of any personal data disclosed under this Agreement for the purposes of its execution and for the internal recording of the transactions herewith contemplated. By executing this Agreement, SUPPLIER represents and warrants to SODECIA to be legally empowered to grant such authorization on its behalf and on behalf of any individual which personal data is, or may be from time to time, disclosed and provided in this Agreement and in all related documents or communications.
- 31.2.** SUPPLIER and the holders of personal data are aware that they have the right to (i) withdraw consent; (ii) access to data; (iii) rectify any inaccuracy or incompleteness of the data; (iv) delete the data when no longer necessary, when the consent has been withdrawn, unless there is a legal basis for the data treatment, when validly opposing to the treatment, or when illicit treatment has occurred; (v) limit treatment; (vi) portability (receiving the data and transmitting it to another controller); (vii) oppose to treatment for particular reasons; (viii) not be subject to decisions exclusively made on the basis of automated processing.
- 31.3.** SUPPLIER grants to SODECIA explicit consent to transmit personal data and any other data concerning the SUPPLIER within Sodecia Group, or to a third party who should have access to it for the purposes of this Agreement, performance of any undertaking contained herein or satisfaction of the transactions contemplated herein.
- 31.4.** SUPPLIER and SODECIA undertake to fully comply with the applicable data protection legislation, namely (i) to implement appropriate measures to protect personal data against accidental or unlawful destruction or accidental loss, theft, modification, disclosure or unauthorized access; (ii) to process personal data only for the designated purposes; (iii) to keep the data only for the necessary period for the purposes of treatment and compliance with legal obligations.
- 31.5.** The Parties shall use subcontractors to process personal data that provide sufficient guarantees of compliance with legal requirements.

**32. Communications**

- 32.1.** Any communication in relation to this Agreement shall be sent, by any of the written correspondences such as regular mail, registered mail, electronic mail, telegram, telefax, etc., to the addresses referred in the SC, which are the only ones recognised by the Parties for all purposes of this Agreement, its performance or breach, termination, reporting and damages for default or breach.
- 32.2.** Any change to the addresses given in the SC shall not be enforceable against the other Party, unless the concerned Party previously notifies the change with a period notice of 15 days.
- 32.3.** Communications made in accordance with the previous points shall be considered to have been made on the date on which they are received or, if outside of normal office hours, on the next following working day.
- 32.4.** Either Party may ask the other for proof of communications reception, in particular by asking an official to sign a copy of those communications, indicating the date of receipt.
- 32.5.** SODECIA may use electronic forms. SUPPLIER shall comply with the method of electronic communications specified by SODECIA. SODECIA reserves the right to set policies and procedures for implementation or modification of SODECIA's specified method of electronic communications.

**33. Announcements**

- 33.1.** No Party shall, at any time, whether before or after completion, make or issue any announcement, circular or other publicity relating to any matter referred to in this Agreement without the prior written approval of the other Party. This does not apply to any announcement, circular or other publicity required by law or by the rules or regulations of any recognised securities exchange or of any regulatory or governmental body, in which event the Party making or sending the announcement, circular or other

publicity shall, as far as practicable, consult with the other Party as to the form and content of such announcement.

**34. Interpretation and Integration**

- 34.1.** The SC and the GC, any other documents referred to therein, including the Attachments, form the integral agreement between the Parties. These Conditions shall apply together unless they are contradictory, in which case the SC shall prevail, save differently determined in the GC.
- 34.2.** The provisions of this Agreement exclusively govern the SUPPLIER's obligations. Any standards, internal rules or general conditions issued by or normally used by the SUPPLIER shall not be applicable and are expressly rejected hereby.
- 34.3.** This Agreement and all related Attachments represent the entire understanding and agreement between the Parties with respect to the subject matter and prevails over and supersedes all prior (verbal or written) agreements or negotiations between the Parties. This does not affect the validity and enforceability of any other document or agreement to which this Agreement refers.
- 34.4.** The GC of this Agreement shall prevail over and supersede any other provisions contained in the Attachments or other documents.
- 34.5.** The titles of the GC are inserted for reasons of convenience only and must not be taken into consideration for purposes of the interpretation or integration of this Agreement.
- 34.6.** SUPPLIER states to have no queries about the interpretation of this Agreement and its Attachments, in particular with regard to any specifications and technical elements and SUPPLIER shall be liable for all consequences of any misinterpretation that may have arisen, or which may arise.
- 34.7.** The invalidity or ineffectiveness of any GC of this Agreement will not cause the other GC to be invalid or ineffective and these will remain in force and be fully binding on the Parties.
- 34.8.** Any term indicated in this Agreement shall refer to consecutive calendar days, excluding the day giving rise to such term and, if ending on a Saturday, Sunday or public holiday, the term shall expire on the immediately following business day.
- 34.9.** Interests are calculated on the basis of 365 days per year.
- 34.10.** This Agreement may not be amended, supplemented or changed, except by an agreement in writing signed by both Parties that specifically refers to this Agreement.

**35. Governing law and Jurisdiction**

- 35.1.** The laws of the country where the registered office of SODECIA is shall govern this Agreement.
- 35.2.** The courts with legal jurisdiction on SODECIA's registered office are to have exclusive jurisdiction to settle any conflict arising from the interpretation, integration, execution, performance or breach of this Agreement.

The Parties mutually state that this Agreement is dully sign by their respective representatives, with the adequate power to legally represent and bind each Party.

Updated 21-07-2020