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GENERAL TERMS AND CONDITIONS OF PURCHASE

1 – CONDITIONS OF APPLICATION

These General Terms and Conditions of Purchase ("GCP") govern the relationship between MS and its suppliers ("Seller") and apply to all quote requests, quotes, offers, orders placed by MS and its direct or indirect subsidiaries, except for specific conditions communicated during the consultation or accepted when the order is placed, regardless of the products, materials, equipment, parts, components or related services concerned.

Therefore, the Seller's acceptance of an order placed by MS excludes all contrary provisions in the Seller's general terms and conditions of sale, unless otherwise agreed by and between the parties.

If the provision of equipment or services covered by the order is partially or wholly subcontracted, the order will remain completely subject to the performance or delivery conditions stipulated in MS's main order.

2 - DEFINITIONS

Order	A commitment by MS to purchase supplies from a Seller in accordance with the pricing offers sent by the latter, the provisions of the Contract and its appendices, and these GCPs which are an integral part of it.
Contract	An order approved and confirmed by the Seller to MS or finalised by the start of the performance.
Supply(ies)	Equipment, materials, devices, installations, raw materials, components, services and any other merchandise to be supplied by the Seller to MS.

3 - APPLICATION AND ENFORCEABILITY OF THE GCP

These GCP are available to all Sellers on www.m-s.fr. A note regarding the existence of the GCPs on said website appears on each order.

Therefore, the acceptance by the Seller of an Order from MS implies the Seller's acceptance of these GCPs. No specific conditions appearing in the general terms and conditions of sale may prevail over the GCPs unless agreed in writing by MS.

4 – CONTRACT CONCLUSION

Orders are valid only following MS's written confirmation with the conditions of the Order. The Seller must acknowledge receipt of the Order within five (5) business days of the issuance date of said order. Should it fail to do so, the beginning of the performance of the Order shall constitute a tacit and unconditional acceptance of the Order. Any reservations or modifications made by the Seller to the Order and any exemptions to these GCPs must be approved in writing by MS.

5 - RESPECT OF REGULATIONS

Supplies must comply with the Order and any legal directives and regulations in force, especially regarding:

- Qualities, compositions, presentation and labelling;
- Environmental regulations;
- Health and safety;
- Labour and employment law.

MS reserves the right to claim compensation from the Seller for any extra costs caused by failure to comply with legal directives and regulations.

6 - DELIVERY

6.1. Packaging

The Supplies must be properly and appropriately packaged by the Seller, who is responsible for selecting the packaging and appropriate storage method, and for

the breakage, missing items and damages caused by inappropriate packaging. The Supplies must be clearly identified with reference to MS's purchase order.

6.2. Delivery date, times & late penalties

The Seller must comply with the delivery or service dates indicated on purchase orders. A penalty equal to one percent (1%) of the value of the undelivered Supplies will be applied per week up to a maximum of five percent (5%) of the total Order amount in case of late delivery. Penalties will be due subject to a formal notice remained without effect and will be paid in the form of a credit note.

A delay exceeding ten (10) calendar days, provided it is not due to a case of force majeure, will be considered as a breach of the Seller's contractual duty. Therefore, MS will be entitled to cancel the Order under the conditions established in Article 19 of these GCPs and full reimbursement of any amounts paid to the Seller.

Unless otherwise stated, Supplies must be delivered to MS's warehouse located at: 2 rue Pierre-Gilles de Gennes, Pra de Serre, 63960 Veyre-Monton - France.

7 - TRANSPORT & INCOTERMS

Unless otherwise agreed, the transportation will be at the expense, including insurance of the real value of the Supplies, and under the Seller's liability, according to the following Incoterm:

- DAP at MS warehouse in Veyre-Monton: if the Seller is domiciled in a European Union Member State;
- DDP at MS warehouse in Veyre-Monton: if the Seller is domiciled in a non-European Union country.

8 - RECEIVING

The Supplies are received and inspected at MS's warehouse after delivery. MS inspects and checks the compliance of all Supplies delivered.

Under no circumstances may the Seller consider MS's signature and/or stamp on the delivery note as final acceptance.

MS will immediately make one or more reservations if the Supplies delivered do not meet the Order stipulations and characteristics (non-compliance, defects).

Any irregularities or defects must be corrected by the Seller within seventy-two (72) hours. If the reservations are so serious that MS cannot accept the delivery, the Supplies will be rejected and MS may terminate the contract immediately without notice and without prejudice to any liquidated damages MS will be entitled to.

9 - TRANSFER OF OWNERSHIP AND RISKS

The ownership and risks are transferred at receipt of the Supplies at MS's warehouse or any other location agreed by and between the parties.

Any retention of title clause in the Seller's documents or general terms and conditions do not bind MS.

10 - CONTRACTUAL PRICE

The prices are firm and non-revisable, including supplies and services covered by the Incoterm set by the parties. The prices exclude VAT. The currency is the euro (€). Unless otherwise stated, no down payment is paid at the time the Order is placed.

11 - INVOICING

Invoices must include all legal information and be printed in two hard copies: one for MS and one for the Seller.

They must also indicate the order number, transportation modes and destination of the Supplies, as well as MS's codes stated on the Order and the contract or case number under which MS placed the Order.

12 – PAYMENT TERMS

MS will pay the contractual price in accordance with the conditions established in the Order. Unless otherwise stated, the payments are made by bank transfer thirty

(30) days end of month the 15th following the invoice issuance date.

The date to be taken into consideration in calculating payment periods is the invoice date established following receipt of delivery of all Supplies.

In the event of early payment, MS reserves the right to deduct three percent (3%) of the invoice amount as a discount.

In the event of late payment, upon presentation of an invoice, MS will pay the Service Provider late penalties calculated based on an interest rate equal to three times the French legal interest rate in force on the due date. The period between the due date and the effective payment date will be used to calculate the interests.

13 - ASSIGNMENT & SUBCONTRACTING

The Contract is entered into by and between MS and the Seller, and none of the rights and/or obligations defined therein may be assigned, sold or transferred, and under no circumstances will be subject to novation or delegation in whole or in part by the Seller, without MS's prior approval.

The Seller may not subcontract all or part the performance of the Contract without MS's prior and written approval. MS may terminate the Contract if the Seller uses subcontractors without MS's prior approval.

If MS allows the Seller to subcontract, the Seller undertakes to have the Order performed in accordance with the Contract provisions and the legal and regulatory provisions in force. It will also ensure that the subcontractor has all the necessary authorisations to perform the task assigned to it as well as sufficient insurance.

The Seller shall be solely responsible for the performance of the entire Contract and guarantee the Supply traceability.

14 - CONFIDENTIALITY

The Seller undertakes to maintain the confidentiality attached to all elements, documents and information to communicated to it as part of the Order.

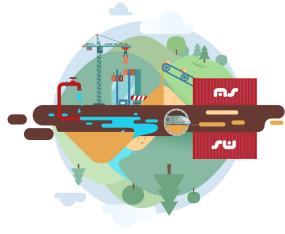
The Seller shall refrain from disclosing, without limit, any information or data of any kind whatsoever including, but not limited to, technical, scientific, strategic, economic, financial, commercial, accounting, plans, studies, prototypes, materials, audits, experimental data, drawings, graphic representations, specifications, know-how, software, programmes, etc. of which it might come to know, in any form and by any medium or means, during pre-contractual or contractual relationships. This confidentiality obligation will remain in force for the entire Contract performance, and for five (5) years after its expiry or termination.

The Seller shall also be responsible in case of breach of this confidentiality clause by its employees and/or its subcontractors. However, the Seller will not be responsible if the disclosed information was in the public domain or if it was already aware of it or had received it from a third party by lawful means.

The documents, elements and information will be shared by MS with the Seller within the exclusive framework of the Contract. Therefore, the Seller acknowledges and agrees that any disclosure by it or by one of its employees and/or subcontractors to a third party on any medium whatsoever, whether in whole or in part, will cause serious harm to MS who is entitled to take all necessary measures against the Seller.

Any document shared with the Seller must be returned to MS immediately if the Contract is terminated. Furthermore, the Seller undertakes irrevocably to not use the shared information for any purpose other than those resulting directly from the performance of the Contract.

15 - WARRANTY - COMPLAINTS - HIDDEN DEFECTS



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The Supplies shall be warranted for eighteen (18) months from delivery, without reservations, i.e. MS's acceptance of the Supplies without prejudice to any other applicable legal guarantee.

The Supplies must be free from any defect, hidden defect or non-compliance.

The Seller shall replace any defective parts or materials within ten (10) calendar days of MS's notification or complaint and will bear all related costs, including shipping.

Should the Seller fail to replace the defective parts or materials, the late penalties stipulated in Article 6.2 will be due as of the eleventh day. In the event of a significant delay, MS may decide to terminate the Contract, by registered letter with notice of receipt, without prejudice to any other liquidated damages.

The Supplies refused by MS will be considered to have not been delivered. The acceptance or payment of all or part of the defective or non-compliant Supplies cannot be considered MS's waiver of its right to demand the cancellation of the Order, the return or the rejection of said Supplies for their hidden or proven non-compliance, or to claim damages from the Supplies for the harm suffered.

In addition to the guarantee against hidden defects governed by French law, the Seller will be required to compensate all direct and indirect harmful consequences that might result from said defects.

16 - INTELLECTUAL PROPERTY

The Seller guarantees MS against any claims from third parties regarding intellectual property (patents, trademarks, drawings and models, etc.) related to elements it uses or Supplies sent to MS as part of the Order, and undertakes to bear all consequences and convictions that might result thereof.

Any equipment, models, plans, specifications and other elements supplied by MS shall remain the property of MS and may be used by the Seller only for the purposes of the Contract.

The Seller may not claim any ownership of any equipment, models, plans, specifications and other information elements and may under no circumstances use them outside the framework of the Order.

17 - LIABILITY & INSURANCE

The Seller shall be liable and holds MS harmless against any recourse for liability or for any direct or indirect damages, whether consecutive or non-consecutive, caused to the Seller's, MS's or third parties' persons or property during the performance of the Contract or resulting from said performance.

It will take out an insurance policy from companies of reputed solvency to cover all damages that may be caused by its Supplies.

In the event of subcontracting approved and accepted by MS, the subcontractor(s) must be insured under the same conditions as the Seller.

The Seller shall refrain from taking any action against MS, its representatives or agent for any damages arising during the performance of the Contract or resulting from this performance and fully holds MS, its representatives or agents harmless against any recourse taken against them by a third party.

The Seller undertakes to have the insurance companies waive any recourse against MS, its representatives or its agents.

18 - FORCE MAJEURE

MS and the Seller agree that in the event of force majeure, i.e. the occurrence of an unforeseeable, unavoidable and insurmountable event beyond the control of the party suffering it, the contractual obligations affected by this force majeure will be suspended as of the declaration and provision of evidence of the force majeure by the party suffering it.

The party affected by the force majeure must notify the other party without delay of the impediment and probable date of resumption of Contract performance. It must

inform the other party on a regular basis of changes to the situation and measures taken to remedy it. The parties will seek to limit the consequences and effects of the force majeure for the entire duration of Contract suspension.

The affected party shall inform the other immediately when the effects of the impediment caused by the force majeure have ceased, and resume performance of its contractual obligations at the earliest opportunity.

Unless otherwise agreed, should resumption of Contractual obligations not be possible within thirty (30) calendar days from the date of notification of the force majeure, the Contract may be terminated by registered letter with notice of receipt by the other party and with no compensation due.

19 - TERMINATION

In the event that the Seller fails to fulfil, partially or totally, one or more of its contractual obligations for reasons not attributable to force majeure, MS may:

- send the Seller a formal notice to perform its obligations by registered letter with notice of receipt and, in the absence of response within fifteen (15) calendar days, notify the Seller in writing of termination of the Contract, effective immediately;
- ask a third party to remedy the Seller's omission at the latter's expense.

Furthermore, MS will be entitled to claim damages from the Seller and the payment of all related fees for the direct or indirect damage suffered.

In the event of partial or total failure by MS to pay the price, the Seller may terminate the Contract under the same conditions.

20 - ETHICS AND COMPLIANCE

The Seller declares and guarantees to comply with the laws and regulations applicable herein and relating to the fundamental rights and freedoms of the person, social and labor or environmental regulations, the fight against corruption, competition law and other business ethics principles.

21 - SEVERABILITY

Should one of the provisions hereof be found to be null or void by virtue of legal or regulatory provisions, the other provisions shall retain their full force and scope and shall remain in effect between the parties. The parties shall seek to replace the null provision by a provision with equivalent effects.

22 - JURISDICTION - APPLICABLE LAW

Only the laws of France shall apply to the Contract and/or the Order, except for the provisions of the 1980 Vienna Convention.

The parties undertake to seek to settle their dispute(s) amicably. Should they be unable to reach an amicable agreement, any dispute arising from the interpretation or performance of these general terms and conditions will be submitted to the competent court in the jurisdiction of MS's registered office, even in the case of plurality of defendants, incidental application or third-party proceedings.

General Terms and Conditions of Purchase – MS – June 2019