

1. PREAMBLE. (1a) Present General Conditions of Purchase shall prevail on the Supplier's general conditions, even if the supplier's ones have been approved by LDL Technology. Moreover, all modification or particular condition shall be accepted by both parties through a written agreement. **(1b)** All Order of Supplies (Tools, equipment, parts, raw materials or others, or services) shall be object of a written Order signed by the management and sent by post mail or any electronic means. **(1c)** Present General Conditions of Purchase are considered perfect when, with reception or within sight of the Order, the Supplier dispatched a written acceptance, sent by post mail or any electronic means, at the latest within eight (8) business days of the Order date. Any commencement of execution of the Order shall be deemed an explicit acceptance of the General Conditions of Purchase and Supplier's renunciation of its own conditions. **(1d)** Failure by LDL Technology at any time to exercise any of its rights under these General Conditions of Purchase, the Order and/or the Documents shall not be deemed a waiver thereof, nor shall such failure in any way prevent LDL Technology from subsequently asserting or exercising the right in question.

2. SUPPLIER'S OBLIGATIONS. (2a) The Supplier, expert in its field, shall deliver the Supplies in compliance with the standards, laws and regulations in force concerning health, safety, environmental protection and labour laws particularly in each country concerned by the manufacture of the Supplies. **(2b)** The Supplier shall deliver the Supplies in compliance with all other documents complementary to the General Conditions of Purchase, in particular drawings, specifications, list of requirements, etc. **(2c)** The Supplier shall not modify the Supply in any way, in particular by changing its components, materials, processes used to manufacture it, or its place of manufacture, without prior notification and/or approval of LDL Technology. **(2d)** The Supplier agrees to deliver the Supply for the needs of the spare parts market for a period of ten (10) years after the sale of the last product in the range for which said Supplies were used. **(2e)** Acceptance of the Order shall automatically bind the Supplier to strictly comply with the delivery location and deadline shown on the Order, except in case of written agreement between both parties. The Supplier shall indemnify and compensate LDL Technology for all direct and indirect cost and damage resulting from failure to respect the delivery location and/or deadline. **(2f)** The Supplier shall take out in insurance policy with a reputable insurance company, and shall provide proof thereof at first request. This insurance shall in no event constitute a limitation of the Supplier's liability.

3. PRICES. (3a) Applicable prices shall be the ones shown on the Order. These are fixed prices which may not be revised unilaterally and which shall be understood « Delivery Duty Paid » or « DDP » (INCOTERMS 2000) unless otherwise accepted between both parties by written agreement. The prices shall be deemed to include packaging, custom duties, costs of dealings with relevant authorities for import/export purposes, carriage with insurance coverage to LDL Technology's place of use. **(3b)** Prices are net of tax. **(3c)** Both parties shall not be entitled to stop performing the Order. The party whose price proposal was refused after good faith negotiation may terminate the Order. In such a termination by the Supplier, whatever the causes, the Supplier shall continue the delivery until manufacture of the Supply can be carried out on at another supplier's facilities. **(3d)** All additional cost resulting from an Order of Supplies to a tiers shall be covered by the Supplier.

4. CERTIFICATES OF ORIGIN, EXPORT RESTRICTIONS. (4a) On LDL Technology's request, the Supplier shall promptly make available any certificates of origin, documents and relevant data completed and properly signed. This also applies to documents relevant to matters of value-added tax where Supplies are manufactured within UE or any other country than France. **(4b)** The Supplier shall immediately inform LDL Technology if the Supplies are partly or wholly subject to export restrictions, whatever the country of origin.

5. DELIVERY. (5a) All of the deliveries shall be made to the place and date shown on the Order, except in case of written agreement between both parties. **(5b)** All of the supplies shall be correctly packed by the Supplier, responsible for any break, lack and damage resulting from non-appropriate packaging. In this case, any damage of the Supplies shall be financially covered by the Supplier. **(5c)** All delivery shall be accompanied by two (2) exact copies of the delivery slip, with the Supplier's name, specifying the Order number and all the Supplies details with, if necessary, the detailed composition for each packaging unit and the gross and net weight, the number of packaging units and, if applicable, shall be accompanied by any material safety data sheet. **(5d)** LDL Technology reserves the right to refuse the Supplies, by ordinary letter or any other electronic means agreed upon in the event that the delivery deadline is not respected or that the delivery is incomplete or contains more Supplies than ordered or does not comply with the Order and/or the documents requested. Any Supply that is refused will be returned to the Supplier at its own expense and risk. LDL Technology reserves the right to charge the Supplier for any additional cost related to its failure to deliver Supplies conforming exactly with the Order (rejected Supplies, storage, sorting, rectification work, Tools damage, line stoppage at LDL Technology and its

customer's facilities, penalties, orders from a third party, etc.). **(5e)** All of the provisions of this paragraph 5 are in addition to and not in substitution for LDL Technology's rights under law or equity. **(5f)** The Supplier shall not consider LDL Technology's signature or stamp on its delivery slip as an acceptance of quantity and quality.

6. QUALITY. (6a) The Supplies shall conform to the agreed specifications, shall be free from any defect and/or non-conformity and shall be fit for the intended purpose. **(6b)** The Supplier shall continuously adjust the quality of its Supplies to conform to the latest state of the art and inform LDL Technology of any possibility for improvements or modifications. **(6c)** The Supplier shall establish, maintain and document a quality assurance system conform to the latest state of the art and appropriate in type and extent for the Supplies. **(6d)** The Supplier shall authorize LDL Technology to perform quality audits in its facilities to check the conformity of its quality assurance system, as above mentioned. Such audits may be conducted by LDL Technology or one of its representatives with the participation, if needed, of LDL Technology's customers. This opportunity shall not remove or change any of the Supplier's warranty conditions.

7. INTUITU PERSONAE – SUB-CONTRACTING. (7a) The Supplier may not transfer, even against payment, all or any part of the Order, to a third party without LDL Technology's prior express authorization. **(7b)** The Supplier may not subcontract the Order, whether in full or in part, directly or indirectly, without LDL Technology's prior express authorization. In case of such agreement, the Supplier shall respect all its obligations with LDL Technology by its subcontractors, and will keep fully responsible for the execution of the Order and the General Conditions of Purchase in relation to LDL Technology. The Supplier shall defend and compensate LDL Technology from any subcontractor's claim.

8. WARRANTIES. (8a) The Supplier, an expert in its field, assumes full responsibility and liability for the Supplies, their design, the manufacturing including the manufacturing processes, the materials used to produce them, and their fitness for the particular purpose for which they are intended. The Supplier warrants that it is fully aware of this, no matter what assistance LDL Technology may have provided during the development stage of the Supplies. **(8b)** Unless otherwise agreed in our particular conditions, from the time of delivery, the Supplier warrants the conformity of the Supplies, including spare parts, for thirty six (36) months, in all respects to the Order and/or to the documents and shall be liable for this, regardless of whether the defect is resulting from an error of design, materials or manufacturing, or is – more generally – a hidden or obvious defect. **(8c)** If LDL Technology, its customers or competent authorities decide to recall a Supply or a product incorporating the Supply, the Supplier shall indemnify and compensate LDL Technology for all prejudices undergone by LDL Technology. **(8d)** In the event of a defect on the Supply affecting the product, the Supplier shall repair or replace the defective products, on its own expenses, according to the dispositions and conditions beforehand agreed between the parties. All the above provisions of this paragraph 8 are in addition to and not in substitution for LDL Technology's rights under law or equity. In urgent cases, LDL Technology reserves the right to repair himself or at a third party the products, to the Supplier's expenses and after having informed the Supplier. If this repair operation is engaged to prevent or limit damage, the Supplier may be informed a posteriori. Despite the foregoing, the warranty conditions of the Supplier remains full and whole. **(8e)** A warranty claim may be made by LDL Technology at any time within the warranty period defined in paragraph 8b, without any period from the notification of the defect (or the time when LDL Technology is aware of the defect). **(8f)** In the event of any product liability claim is being brought against LDL Technology, whether under French or any other law, the Supplier shall indemnify LDL Technology to the extent the Supplier would be liable if such claim had been brought directly against the Supplier. This is without prejudice to any contractual liability of the Supplier. Costs incurred by LDL Technology due to preventive measures taken to avoid or limit a damage (e.g. recall actions) resulting from defective Supplies shall be borne by the Supplier as far as the Supplier is liable under applicable law. LDL Technology shall forthwith inform the Supplier if it intends to make a claim against the Supplier and will give the Supplier the opportunity to analyse the damage and to coordinate any actions to be taken (e.g. negotiation, transaction, etc.). **(8g)** All of the disposals of this paragraph 8 are completed with legal disposals.

9. TOOLS. (9a) Drawings and other documents, devices, models, Tools and other manufacturing equipment (« Tools ») which have been made available to the Supplier or generated by the Supplier in the Order frame shall remain the property of LDL Technology. Tool which the Supplier manufactures at LDL Technology's expense or purchases from third parties for the production of Supplies for LDL Technology shall become LDL Technology's property immediately upon manufacture or receipt by the Supplier, as shall the related industrial and intellectual property rights or production results which emerge from the manufacture of such Tool. **(9b)** The Tool shall be deemed to have been left on deposit at the Supplier's premises for the purpose of execution of the Order, even in the absence of any specific loan agreement or deposit slip to this effect. The Tool may only be used for the needs of the respective Order and may not be lent, made available to a third party, reproduced, copied or destroyed. At the Supplier expense, the Tool shall be marked by an easily visible, non-removable

identity plate that shall state « *Property of LDL Technology - may not be transferred or pledged* » and may not be pledged and/or granted as security. The Tool may be taken back by LDL Technology at any time, and the Supplier shall not have any rights of retention. **(9c)** As custodian of the Tool, the Supplier shall warrant its perfect servicing, handling according to the applicable rules, checking and maintenance so as to prevent, in particular, any deviations in the manufacturing process or breakdown in Supply, and shall provide a precise and detailed inventory of the Tool at LDL Technology's first request and as often as necessary. Further, the Supplier shall be responsible for replacing the Tool in the event of loss, theft, destruction, or premature wear and tear. **(9d)** At the end of the execution of the Order, whatever the cause, the Tool shall be restored to LDL Technology at first request and in full property.

10. NO USE OF CONFLICT MINERALS. (10a) Supplier shall not knowingly utilize in any Supply any "conflict minerals" as that term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Act"), including, without limitation, columbite, tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the Democratic Republic of the Congo ("Conflict Minerals"), that are found to be not conflict free, as that term is defined in the Act. **(10b)** Should Supplier determine that it is unable to fulfill this order without use of Conflict Minerals that are found to be not conflict free, it shall notify LDL Technology immediately, consult with LDL Technology, and allow LDL Technology to withdraw this order in whole or in part until the legal risk is mitigated. **(10c)** Should Supplier learn that it inadvertently has utilized Conflict Minerals that are found to be not conflict free in a Supply and delivered such Supply to LDL Technology pursuant to this order, it shall notify LDL Technology immediately and consult with LDL Technology to ensure that such inadvertent use does not recur.

11. CONFIDENTIALITY – PROFESSIONAL SECRECY. (11a) Under no circumstances and form, LDL Technology's Orders can give place to direct or indirect publicity. **(11b)** The Supplier shall strictly respect the obligation of professional secrecy. The Supplier shall keep confidential any technical, industrial, commercial or financial information, no matter how said information may have been provided (orally, in writing or other) particularly in respect of Tools, models, drawings, specifications, data, technical formulas or concepts. The Supplier shall take all necessary measures to insure that no information is disclosed or revealed to a third party. This obligation of confidentiality shall remain in effect for a term of five (5) years after completion or termination of an Order for any reason whatsoever. In case of certain third parties, such as LDL Technology's approved sub-contractors, need confidential information from the Supplier for the execution of the Order, LDL Technology may authorize their communication in the limit of and for the duration of the subcontracted tasks. The Supplier shall automatically return to LDL Technology the Tools, models, drawings, specifications, data, technical formulas or concepts, once the Order has been completed or terminated, unless LDL Technology requests them before. The Supplier shall destroy any copy exclusively needed for the execution of the Order. **(11c)** The Supplier shall consider the Order as confidential and shall not communicate it to any third party or indicate them that it is a LDL Technology's Supplier, except in case of prior written approval from LDL Technology.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY. (12a) All Tools, models, drawings, specifications and other Tools information supplied and/or paid by LDL Technology in the frame of the Order will be at any time the property of LDL Technology and shall only be used for the needs of the execution of the Order. **(12b)** The Supplier could not assert any property on the Tools, models, drawings, specifications and other Tools information and will not be entitled in any case to use them out of the frame of the Order. **(12c)** Unless otherwise agreed, all the intellectual rights that may be transferred concerning tangible and/or non-tangible results in the frame of the Order will keep LDL Technology's property, without any duration and geographical limitations. **(12d)** The Supplier guarantees the validity of the intellectual and industrial property rights related to the Supplies, as well as the unrestrained usability of the Supplies as regards to the intellectual and industrial property rights of any third party. Moreover, in the event that a third party initiates proceedings requesting that the use, marketing, or sale of the Supplies be forbidden, limited or modified, the Supplier warrants LDL Technology against any claim issued by a third party and shall be solely liable for all consequences resulting from the proceedings, including for payment of damages and any negative effect on LDL Technology's reputation. In this case, the Supplier shall indemnify and compensate LDL Technology for all damage sustained. **(12e)** Upon LDL Technology's request, the Supplier shall inform LDL Technology of the intellectual or industrial rights, published or not, or of the intellectual or industrial property rights requests held by the Supplier in virtue of a licence agreement, covering the Supplies.

13. EXCLUSIVITY. (13a) The Supplier avoids delivering to a third party identical Supplies than the ones specifically manufactured for LDL Technology according to LDL Technology supplied specifications. **(13b)** The Supplier warrants to inform immediately LDL Technology in the event

a third party would submit him for manufacturing any specification, model, or drawing obviously constituting a copy of those given by LDL Technology.

14. INVOICING AND PAYMENT CONDITIONS. (14a) The invoice shall mention all the Order's indications allowing identification and control of the Supplies and shall be sent to the address of LDL Technology's headquarters indicated on the Order. **(14b)** Unless otherwise stipulated, payment for the Supplies shall be due thirty (30) days after the end of the month of the invoice. If LDL Technology accepts early delivery, it shall make payment as if the Supplies had been delivered on the agreed delivery date. **(14c)** Payment by LDL Technology of the Supplier's invoice shall not be considered as acceptance of the Supplier's delivery or invoice. **(14d)** The Supplier shall only be entitled to assign its rights arising out of the Order to third parties with a written consent of LDL Technology. **(14e)** Payment by LDL Technology may be withheld if the Supplier does not conform to its obligations in accordance with the Order. **(14f)** The Supplier shall comply with legal requirements applicable to invoicing. It is agreed that the interest rate for late payment may not exceed the legal interest rate multiplied by 1,5 and shall be payable according to the regulation in force. **(14g)** Any down payment by LDL Technology is subject to the issuance by Supplier's bank in LDL Technology's favour of a down-payment refund agreement. **(14h)** For the purchase of equipment and Tools, LDL Technology may retain for warranty 10% of the price of these equipment and Tools to be paid, unless the Supplier agrees to issue a first demand bank guarantee in LDL Technology's favour valid up to the end of the warranty period. **(14i)** LDL Technology reserves the rights to withdraw from any invoiced amount any sum due by the Supplier to LDL Technology. Any such withdrawal shall not entitle the Supplier to claim for late payment interest rates. **(14j)** The Supplier agrees in advance on any modifications made by LDL Technology on the invoiced amounts (necessary e.g. resulting from errors or missing information on the invoice, missing Supplies or refused Supplies at Supplies receipt or control) through debit or credit note issued by LDL Technology.

15. TERMINATION (15a) The Order of part thereof may be terminated by LDL Technology in case of breach by the Supplier of one of its obligations of conformity of the delivery (e.g. in case of non-respect of the delivery lead time) not corrected within three (3) weeks after receipt of LDL Technology's notification requesting to cure the breach or if LDL Technology's customer cancels the program for which LDL Technology ordered the Supplies to the Supplier. **(15b)** In the event the Order is cancelled for any reason whatsoever, the Supplier authorizes LDL Technology to complete or cause to be completed the Tools and equipment for their maintenance and/or manufacture the parts for which they are intended, notwithstanding any intellectual and/or industrial property rights with the Supplier might claim and which the Supplier hereby waives using against LDL Technology or any third party mandated by LDL Technology in connection with this. Furthermore, the Supplier shall, at first request, provide all relevant drawings, technical documents and know-how related to the Tools, equipment and/or parts. **(15c)** In case of a termination resulting from a LDL Technology's customer, LDL Technology's responsibility shall be limited to the payment of the Supplies according to the Order until the termination date. **(15d)** In the event that direct or indirect majority control of the Supplier changes or that the Supplier's company is sold or transferred, LDL Technology shall have the option of cancelling Orders in progress.

16. PARTIAL INVALIDITY, PLACE OF JURISDICTION, APPLICABLE LAW. (16a) If any of the provisions of these General Conditions of Purchase is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. **(16b)** The parties submit to the jurisdiction of the court with has general jurisdiction over LDL Technology. LDL Technology may, however, also sue the Supplier in the Supplier's own jurisdiction. **(16c)** The General Conditions of Purchase shall be governed exclusively by the substantive laws of France excluding the UN-Convention on International Sale of Goods of April 11th, 1980.