

VERESCENCE
GENERAL PURCHASING TERMS OF PRODUCTS AND/OR SERVICES
MARCH 2017

1 – GENERAL PROVISIONS

The present General Purchasing Terms and Conditions govern the purchase orders for products and/or services placed by the Purchaser to the Supplier, subject to what is specified in the special conditions placed by the Purchaser which override the present General Purchasing Terms and Conditions.

The Purchaser's order has to be written and must be accepted by the Supplier thanks a written acknowledgment, indeed taking the unconditional acceptance of these General Purchasing Terms by the Supplier.

Without acknowledgment of receipt by the Supplier of the Purchaser's order, the order will be considered as irrevocably accepted by the Supplier in all its provisions.

The present General Purchasing Terms precede over the Supplier's General Terms and Conditions and fall under the Incoterms 2010 in their DDP formulation.

2 – SUBCONTRACTING

The Supplier shall not subcontract to third parties the execution, in whole or in part, of orders, except in case of prior written consent of the Purchaser. Subcontractors, accepted by the Purchaser, are in all circumstances placed under the authority and responsibility of the Supplier. As part of the work regarding the Law No. 75.1334 of 31st of December 1975, the request of approval application form made by the Supplier shall be accompanied by the outsourcing contracts, payment terms proposed by the subcontractors and the copy of the deposit made to cover subcontractors and provided for in Articles 13.1 and 14 of the said Law.

3 – SERVICES

The Supplier shall not accept an order unless he complies with the obligations referred to in articles L.8221-3 and L.8221-5 of the Labor Code and provides to the Purchaser the documentation regarding the performance of those legal obligations accompanying the order's acknowledgment.

The Supplier shall perform the services ordered in accordance with the present provisions, the rules of the art and the applicable laws and regulations particularly in the areas of environment, hygiene, health, safety laws and regulations and working conditions.

Supplier affect to the proper performance of its services on one hand, the necessary means and materials and on a second hand, the staff under his responsibility and command, which it guarantees the competences.

Any products which would be entrusted to the Supplier for the performance of its mission will be under its physical and legal custody for the duration thereof. He will therefore be liable for any shortage, damage or break, and more generally of any damage to products entrusted to him, whatever the cause, as well as any damage caused to its staff as well as those to the Purchaser's structure and to any third party during the achievement of its mission.

4 – ORDER'S MODIFICATION

The Purchaser reserves the right to request to the Supplier, prior to delivery, an order's modification, whatever nature whatsoever, and without any compensation for the Supplier.

Any request of modification regarding the order must be notified by the Purchaser to the Supplier. As soon as possible following the notification's receipt of the Purchaser's request, the Supplier shall notify the Purchaser in writing of the consequences of the inclusion of this modification and in particular regarding the financial costs and delays of delivery.

In case of impossibility to find an agreement between the parties regarding the impact of this requested modification, the Purchaser may require the Supplier or the execution of the order at its initial conditions or terminate the said initial order by registered letter with acknowledgment of receipt and that, without any Purchaser's liability and any compensation because of termination for the Supplier.

5 – DELIVERY

- Delivery delays

The place and time of delivery and/or performance of products and services specified in the order are mandatory.

Any delay in delivery and/or performance of products and services will be automatically and without prior notice subject to a penalty for delay in discharge equal to 0.5% of the total order value excl. taxes per calendar day of delay, within the limit of 10% of the net amount of the order, without prejudice to the provisions of Article 12 below.

- Documents

Each delivery must be accompanied by a delivery note which shall include the number of the purchase order, the total quantity supplied, the number of packages delivered with accuracy of the number and type of items per package, and any documents relating to the products such as: safety data sheets, technical manuals and plans, employment and instruction manuals, certificates of conformity precautions.

- Packaging

The products are delivered marked and labeled with their packaging, in accordance with the applicable law and regulations.

Products' packaging have to be designed to ensure the conservation and the optimum safety of the products, persons and property, given their nature, in normally predictable conditions of handling and transportation.

6 – COMPLIANCE – CONTROL – RECEIPT

- Compliance

Products and services must comply with the contract specifications and the use to which the Purchaser intended to use them. They also have to meet the quality criteria as well as common standards and laws in force in the delivery country and in the country of the registered office of the Purchaser. In case of conflict between the provisions applicable in the country of delivery and in the country of the registered office of the Purchaser, the most restrictive provision shall apply. Moreover, in the case of work equipment as defined in Articles L4311-1 and following of the Labor Code, they must be designed and constructed so that their implementation, their use, adjustment and maintenance, under conditions consistent with their destination, do not expose people to a risk to their safety or health. The Supplier is obliged to advise and inform clearly and accurately the Purchaser about the use of the products.

- Control

The Supplier shall establish a quality insurance plan with particular constant self-control regarding design and execution of all its products and services in order to ensure their compliance.

All products and services provided to the Purchaser shall be subject to measures to ensure their full traceability.

- Receipt

In case of services, the final acceptance is subject to the establishment by the Purchaser of a taking-over report without any reservations.

Any product or service which does not comply lead to an outright refusal from the Purchaser.

Notwithstanding anything to the contrary, the Purchaser reserves the right to notify the Supplier at any time by all means (fax, email, ...) poor performance or non-performance by the Supplier of its obligations, or losses, damages or non-compliance of the products observed during unpacking or subsequent checks, even if the relevant bills have been partially or fully paid.

The Purchaser may, at its option, require the replacement or repair of the products at Supplier's expense, or the cancellation of the order, without prejudice of any claim for damages.

The Supplier shall conduct the removal, at its expense, of the rejected products within eight (8) calendar days after notification of the refusal; after this period, the Purchaser may organize the products' removal by any means at its convenience at the Supplier's risk and expense.

7 – WARRANTY

Under the legal guarantee, the Supplier warrants the Purchaser against latent defects which could affect the delivered products or services, making them unsuitable for their use and their destination, under the ordinary law conditions.

Under contractual warranty and without prejudice to the application of legal provisions referred above and the provisions of Article 12 "TERMINATION" below, the Supplier warrants the supplied products and services against design, workmanship or material defects, and against all operational defects of delivered products and services during a period of twenty-four (24) months from their delivery date. Accordingly, the Supplier shall, particularly during this period, provide at its expense, labor, repairs or replacements of defective products or parts of products that may be required. In case of intervention, the warranty start to run from the replacement date for the same duration as for original parts.

8 – OWNERSHIP TRANSFER

The transfer of ownership takes place on the delivery date. Without prior written acceptance by the Purchaser during the delivery, the Supplier shall not oppose to him a retention clause of ownership regarding the delivered goods.

9 – FINANCIAL CONDITIONS

- Price

Unless prior written agreement of the Parties, prices do not include tax and are firm and final.

- Invoicing

Each order will be charged separately. Invoices will be sent in two (2) copies to the address on the order, once fully delivered.

In addition to legal terms, the invoices must include, the order number, the references of the delivery note as well as an indication of any Supplier's assignment of receivables, whatever their form. It is specified that any assignment of receivables shall be enforceable against the Purchaser only if the Supplier has informed the Purchaser in writing prior to such assignment. The Purchaser reserves the right to refuse billing and delivery of any product that has not been the subject of an order in proper form.

- Payment terms - Payment – Interest of late payment

Unless otherwise agreed by the Parties in writing, payment terms are forty-five (45) days from the end of the month starting from the issuing date of the Supplier's invoice.

Payment is made by bank transfer.

Any sum due and not paid at the end of this period bear interest at a rate equal to three times the legal interest rate in force in France.

The payment of the interest of late payment intervene upon receipt of a registered letter with acknowledgment of receipt, which is attached to the invoice of interest of late payment.

However, these penalties won't apply if the Purchaser's failure of payment results from a dispute regarding the invoice, a non-conformity of the products and/or services, a Supplier's contractual breach or a case force majeure.

10 – INTELLECTUAL PROPERTY

Supplier warrants that it owns, directly or through agreements duly concluded with third parties, all intellectual property rights, know-how and processes related to the manufacture and use of products and/or to the proper performance of the services ordered by the Purchaser. Therefore, the Supplier warrants the Purchaser against all claims and legal actions committed on this account by a third party.

If a third party claims that the products and/or services supplied by the Supplier under the order, constitute an infringement of its intellectual property rights, the Purchaser shall notify the Supplier as soon as possible and, at its option, associate himself with the Supplier to defend himself against such claim or ask the Supplier to ensure the Purchaser's defense. In both cases, it is expressly agreed that this defense is borne by the Supplier and that he will pay all damages, costs and expenses that the Purchaser could be required to assume on the basis of such a claim. The Supplier shall also bear all the financial consequences resulting from the unavailability of the product and/or service in question or the restrictions to which the product and/or service would be submitted.

If such a claim occurs or appears likely, the Supplier shall, within the shortest possible time, or negotiate and compromise with the third party so that the Purchaser can continue to use the product and the service concerned, or proceed to its amendment or replacement with a product or a service that at least is functionally equivalent, all of this, without that the Purchaser bears any load.

If none of the above initiatives is reasonably practicable, then the Supplier shall credit the Purchaser of an amount equal to the price paid by Purchaser for the product and/or service concerned, without prejudice to any damages that the Purchaser could enforce against the Supplier.

All creation delivered by the Supplier to the Purchaser is deemed free of any right held by (a) third party(ies) unless otherwise expressly notified. The provision of all creation imply assignment for the benefit of the Purchaser of all the intellectual property rights attached thereto, whatever the medium, regarding any current or future process attached to these creations. The price paid by the Purchaser to the Supplier is accepted by the latter as a perfect lump-sum counterpart covering the entire transferred rights.

11 – RESPONSIBILITY - INSURANCES

The Supplier shall ensure the execution of the order in its sole and exclusive responsibility.

The Supplier shall be liable for all damage caused to the Purchaser or any third party, whether such damages are caused by the Supplier or by persons and property under its authority or custody.

The Supplier shall assume all the consequences, direct or indirect, regarding the injuries and damages caused to the Purchaser due to non-performance or improper performance of the order.

The Supplier shall take out any insurance policy required to carry on its business regarding products and/or services it sells, with a reputedly solvent insurance company and shall

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maintain it throughout the term of the obligations defined in the present general terms. Supplier occur at the first request of the Purchaser, any certificate of insurance.

12 – TERMINATION

Either party shall be entitled to cancel the order in case of default by the other party. However, the Purchaser and the Supplier shall make every effort, in a spirit of constructive cooperation, to mitigate the damaging consequences of this failure.

Termination will vest as of right to the Purchaser:

if the Supplier has not stopped the breach within eight (8) days after the receipt of a formal notice sent by the Purchaser;

thanks to the mere written finding of breach or alleged infringement if the consequences that derive from this failure are clearly irreversible or highly prejudicial or if the alleged breach is a breach of a prohibition.

The Supplier shall indemnify the Purchaser for damages due to his misconduct or offenses and bear such additional expenses incurred by the Purchaser to complete the order by itself or by one or more other suppliers.

Termination is made without prejudice to any damages that the Purchaser reserves the right to claim.

13 – CONFIDENTIALITY

All documents, models, objects, such as including plans, descriptions, notes, drawings, samples, mock-ups, processes, machine prototypes, glassware tooling, characteristics and performance of glass furnaces, delivered to Supplier for the order execution is confidential and may not be used for any purpose other than the execution of the order; they remain at all times the full property of the Purchaser to whom they must be fully returned and without charge, at first request of the Purchaser.

More generally, the Supplier undertakes to treat as confidential any information transmitted to him or to which he has access, directly or indirectly, in the frame of the order execution and until such information is in the public domain.

To ensure the respect of this confidentiality obligation, the Supplier shall only disclose confidential information referred above to those of its employees or subcontractors who necessarily need it in the context of the execution of the order, employees or subcontractors who shall have been warned of strict confidentiality of such information and shall comply with the confidentiality obligations contained herein. The Supplier has to warranty the compliance with this confidentiality clause by all its employees and any of its subcontractors.

14 – TRADE REFERENCES

The Supplier shall not use as a reference the name of the Purchaser or any of its distinctive signs without prior written approval of the Purchaser which is delivered on a case by case bases and only after presentation by the Supplier of the supports containing this reference and the full information regarding the dissemination of such supports.

15 – INTEGRITY AND ANTI-CORRUPTION

The Supplier must conduct business with honesty and integrity and demonstrate the highest standards of business ethics. The Supplier must not engage in bribery, corruption, or other unethical or illegal practices whether in dealings with government officials (which includes government employees or officers at any level, employees or officers at government-controlled or owned entities, employees or officers of public international organizations, and political officials or candidates or anyone acting on such a person's behalf), political parties or others, including individuals in the private sector. This includes, directly or indirectly, paying, giving, offering, promising, or authorizing money or anything of value to anyone to seek to obtain an undue or improper advantage. This also includes any unethical business activities or arrangements between the Supplier and any VERESCENCE employee or any other company or individual.

The Supplier agrees and acknowledges that in carrying out its activities, the Supplier shall comply, and shall cause its affiliates, permitted agents and employees to comply, with all laws and regulations applicable in respect of the activities contemplated by these General Conditions of Purchase, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act 2010 ("Bribery Act"), the French Law on transparency, fight against corruption and modernization of economic life ("Loi SAPIN II"), and any other laws and regulations relating to any anti-bribery law or regulation applicable.

16 – JURISDICTION – APPLICABLE LAW

THE EXCLUSIVE COMPETENT COURT IS THE COURT OF THE PURCHASER'S REGISTERED OFFICE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR RECOURSE IN WARRANTY, EVEN FOR EMERGENCY PROCEDURES OR PRECAUTIONARY PROCEEDINGS.

The French law is the only applicable law regarding disputes related to an order placed by the Purchaser, to the exclusion of the laws of conflict rules.

The present General Purchasing Terms have been translated in English and are available upon Supplier's request. The French version of the present General Purchasing Terms precedes over any other translation.