

General Terms and Conditions of Purchase Hempel Special Metals SAS

1. General

Hempel Special Metals SAS ("**Buyer**") exclusively places orders for goods or products ("**Products**") based of these General Terms and Conditions of Purchase ("**GPC**"). The GPC apply to all –current and future purchase, work and service contracts ("**Order**"), between the Buyer and the supplier ("**Supplier**"), even if the Order does not explicitly reference them. By accepting an Order or undertaking a commission, the Supplier fully and unconditionally agrees to these GPC.

The Supplier and the Buyer may hereinafter be individually referred to as a "**Party**" or collectively as the "**Parties**".

Any deviations from these GPC, including the applicability of the supplier's own General Terms and Conditions of Sale, require explicit written confirmation from the Buyer.

This applies even if the Buyer accepts the Supplier's delivery without objections and/or make payments without contesting the Supplier's terms and conditions that conflict with or deviate from these GPC.

In the event of any discrepancies between translated version of these GPC, the French language version shall be considered legally binding.

The Supplier shall have been notified of these terms of purchase prior to any procurement activities.

2. Quotations

The Supplier's quotations are reputed complying with the Buyer requirement. Deviations to these requirements should be clearly indicated.

the Supplier's offers and cost estimates are provided for the Buyer free of charge and subject to change unless otherwise specified. The quotations validity period is 12 weeks unless otherwise stated.

3. Purchase Order

3.1. Order Acceptance

Orders must be placed in writing (including e-mail) to be binding.

The Supplier must confirm acceptance of the Order in writing within 10 days maximum after receipt of the purchase Order..

The Order is deemed not to have been accepted until the Supplier's written confirmation.

3.2. Order change

Unless otherwise specified, any modification, amendment, or cancellation of the Order requires prior written approval of the Buyer.

4. Transfer of risks

The transfer of risks of loss and damage is governed by the Incoterm indicated in the purchase order.

5. deadlines and delivery dates

The delivery dates agreed in the Order are binding for the Supplier.

The Supplier is fully liable for damages resulting from late delivery.

The Supplier undertakes to inform immediately the Buyer in writing, stating the reason and the presumed duration, of all circumstances which could affect timely delivery as soon as these circumstances become apparent.

If the delivery deadlines are exceeded, the Buyer is entitled to apply the sanctions provided by article 12 below.

6. Prices, invoice and payment

6.1 Prices

Unless otherwise indicated in the purchase Order, the prices are

firm.

The Supplier's invoice shall be submitted separately to the Buyer as a single copy, stating the Order number with date. If these details are missing or incorrect, the conditions for default of payment shall not apply until these details have been clarified.

6.2 Terms and conditions of payment

All payments are to be made by bank transfer.

In the event of defective delivery, the Buyer is entitled to withhold payment until proper performance or other mutually agreed settlement between the Parties.

The Buyer has the right to offset any claims that the Supplier may have against them against any claims that the Buyer may have against the Supplier.

The Buyer's payment shall be deemed to have been made on the value date of the debit to our bank account.

Pursuant to article 1347 of the Civil Code, in the event that Parties are each other's creditor, their claim shall be offset.

7. Retention of title

The transfer of property of the Products will occur simultaneously with the transfer of the risks of loss and damage as per the agreed Incoterm stated in the purchase Order.

8. Warranty

The Supplier guarantees the Buyer against any defect or vice, apparent or hidden, in accordance with Article 1641 of the Civil Code. The Supplier shall indemnify the Buyer for any material or immaterial, direct or indirect loss that may result and particularly for damage of any kind caused to persons and/or property.

The Supplier undertakes to take out any insurance policy for the risks of direct and indirect damage, whether and indirect damage, whether foreseeable or not, caused by its own doing or by the doing of things.

9. Force majeure

The Parties shall not be held liable for non-performance or delay in fulfilling any of their obligations outlined in these CGP if it results from a case of force majeure as defined in Article 1218 of the French Civil code.

Furthermore, cases of force majeure also included are those acknowledged by legal precedent, as well as outbreak of war, natural disasters, strikes, lockouts or official measures.

Each Party is required to promptly notify the other party in writing using a durable medium, upon the occurrence of force majeure event. The occurrence of such an event will result in the suspension of their contractual obligations.

Once the cause of the obligation suspension ceases to exist, the Party involved is obligated to exert all reasonable efforts to resume the regular performance of their contractual obligations. Furthermore, they must notify the other Party of the resumption of their obligations by issuing a formal notice.

In the event that the force majeure situation is deemed permanent or extends beyond a period of thirty (30) calendar days, either Party has the right to terminate the Order automatically. This termination can be executed by sending a registered letter with acknowledgement of receipt notifying the other Party of the application of the force majeure termination clause.

10. Concession request

The Supplier is responsible for ensuring the conformity of the Products with the purchase Order.

If the Supplier identifies any non-conformity in the Products, he must

request approval from the Buyer, by notifying them of the identified non-conformity..

The Buyer then has the discretion to accept or reject the concession proposed by the Supplier.

11. Non-conformity report

The Buyer has the right to report any defects throughout the entire warranty period.

If the Buyer identifies any problems during the inspection of incoming Products, he has the option to issue a non-conformity report and to request an additional expertise. The supplier will bear any associated costs incurred during this process.

12. Penalties for non-performance

In the event of the Supplier's breach or failure to fulfill its obligations, including the failure to meet the agreed delivery dates, the following penalties will apply, in addition to the provisions stated in Article 1225 of the Civil Code:

- (i) The Buyer has the right to terminate the Order automatically based on non-performance. This termination will take effect upon the Supplier's receipt of a registered letter with a return receipt, explicitly stating the application of this clause;
- (ii) If the Supplier fails to fulfill any of its obligations either in part or in full, the Buyer may cancel the Order entirely or partially, at any time;
- (iii) As compensation for the damage incurred, the Supplier must promptly pay the Buyer a penalty equal to 1% per week after one week grace period up to maximum of 10% of the Order value (exclusive of taxes) for the Products delivered beyond the agreed delivery date. The penalty clause is in addition to the Buyer's right to request the termination of the sale.

13. Non-transferability of the Order

Under no circumstances is the Supplier permitted to transfer directly or indirectly, any portion or the entirety of the contract, whether for compensation or free of charge. The Supplier is also prohibited from subcontracting or manufacturing any part of the contract without obtaining prior written consent from the Buyer.

14. Product liability

The Supplier bears responsibility for any damage caused by a defect, including damages to third parties, regardless of whether or not a contract exists between the Supplier and the injured party. This liability is in accordance with article 1245 of the civil code.

15. Trademarks

Regarding trademarks, logos, identifiers, and other data affixed to or contained in the delivered products themselves or on their original packaging as well as on the advertising material provided by the Supplier, the Buyer have the right to use them for additional advertising purposes. If requested by the Buyer, the Supplier must provide with information, samples and advertising materials of the Products free of charge.

The copyright to all documents including plans, sketches, calculations, and specifications provided to the Supplier by the Buyer or its customers before or after the Order is placed, remains with the Buyer. The Supplier is only permitted to use these documents exclusively for the purpose of executing the Buyer Order. Without prior written consent, the Supplier is not allowed to manufacture Products for third parties using these documents or copy, reproduce or share these documents with any third parties who is not directly involved in executing the Order, either in whole or in part, and has not been commissioned by the Supplier on behalf of the Buyer.

16. Advertising

Any publications for advertising purposes that mention the Buyer's name or include reference to the Buyer can only be made with the Buyer explicit written consent.

17. Confidentiality

The Supplier agrees to maintain confidentiality regarding the content of the business relationship, as well as all documents provided during the contract negotiations.

18. Legal provisions, environment and social standards

The Supplier expressly acknowledges and commits to adhere to the standards laid down by ISO 14001.

If the Supplier is unable to meet high environmental protection and social standard, they must inform the Buyer in writing prior to Order confirmation.

19. Personal Data Protection

In the context of fulfilling the Order, The Buyer is informed that Hempel Special Metals processes personal data of the individual(s) responsible for the Order, within the meaning of the General Data Protection Regulation (the "RGPD") and the French Data Protection Act (hereinafter referred to as the "Applicable Regulations"), as the data controller. The processing is based on the performance of these General Conditions under Article 6.1.b of the RGPD for the following purposes:

- Management, execution and delivery of the Order ;
- Customer relationship management ;
- Billing and payments management;
- Exercise of rights by the individuals concerned.

Personal data is intended for Hempel Special Metals and any parent or subsidiary company within the group to which it belongs.

When Hempel Special Metals transfers your data to group companies outside the European Union and the European Economic Area, in countries which have not received an adequacy decision from the European Commission, it ensures that a sufficient and appropriate level of data protection is respected, through the implementation of binding rules (or Binding Corporate Rules (BCR)).

The personal data is retained for the entire duration of the Order execution and for five (5) years following the date of its completion, for archiving purposes.

Each person whose personal data is processed has the right to limit the processing, access, rectify, erase, and port their data. They may expressly object to the processing of his or her personal data, unless this objection affects the proper performance of the Order.

To exercise their rights, each person concerned may write to Hempel Special Metals by e-mail: france@hempels-metals.com, or to the address:

HEMPEL SPECIAL METALS

13 RUE PIERRE-GILLES DE GENNES – 69007 LYON - FRANCE

In case of difficulties related to the management of their data, the concerned person has the right to file a complaint with the CNIL:

Telephone: 01 53 73 22 22

Website: www.cnil.fr

Finally, the person concerned is informed of their right to refer the matter to the competent administrative authority if they believe that their rights or those of their personnel have not been respected.

20. Final provisions

If any provision of these CGP is found to be totally or partially invalid, it will not affect the validity of the remaining provisions. The Parties agree to replace the invalid provision with a valid provision that serves the same economic purpose as closely as possible. The same principle applies in the case of any gaps or omissions in the agreement.

The Buyer delays or partial failure to exercise their rights does not constitute a waiver of those rights and does not result in their forfeiture.

The laws of France shall govern these CGP, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention).

ANY DISPUTES ARISING BETWEEN THE BUYER AND THE SUPPLIER REGARDING THESE CGP, INCLUDING THEIR VALIDITY, APPLICATION, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND AFTERMATH, AS WELL AS PAYMENT, WILL BE, EXCLUSIVELY SUBJECT TO THE JURISDICTION OF THE COURTS IN LYON. THIS APPLIES REGARDLESS OF THE INVOLVMENT OF THIRD PARTIES OR MULTIPLE DEFENDANTS AND INCLUDES SUMMARY PROCEEDINGS.