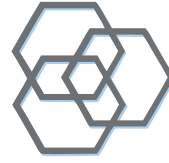


**I.MA.TEC.**  
HONEYCOMB & DERIVATI  
*A Group Gazechim Company*



# GENERAL CONDITIONS OF **PURCHASE**



# GENERAL CONDITIONS OF PURCHASE

## ARTICLE 1: DEFINITIONS AND SCOPE OF APPLICATION

1.1 These General Conditions of Purchase (hereinafter referred to as the "GCP") apply to all contracts and/or orders ("Orders") placed by Imatec ("Imatec") for the purchase or rental of goods ("Product(s)") and/or the performance of service(s) ("Service(s)") vis-à-vis suppliers and/or service providers ("Supplier(s)"). The Order and/or contract issued by Imatec and sent to the Supplier include a description of the Products to be supplied and/or the Services to be rendered.

The term "Specifications" refers to any document, such as, but not limited to, invitations to tender, design briefs and/or technical specifications, in the most current version sent by Imatec. These documents express Imatec's needs, as well as the quality and performance requirements that the Supplier must meet, and serve as the basis for Order issuance. The Supplier is deemed to have agreed to all Specifications without reservation at the time of Order acceptance.

1.2 These GCP will apply upon acceptance of the Order under the conditions set forth in Article 2. Any refusal on the part of the Supplier to fulfil an Order must be communicated within four (4) days of receiving it; otherwise, the Order is deemed to have been accepted.

1.3 Imatec reserves the right to amend these GCP. It shall send written notification of any changes to the Supplier within a reasonable time frame.

## ARTICLE 2: ORDER ACCEPTANCE

2.1 The acceptance of an Order, or the act of commencing its fulfilment in terms of Product and/or Service provision, implies acknowledgement and acceptance of these GCP.

2.2 Imatec's purchasing conditions include these GCP, any special conditions indicated in the Order and all Specifications.

## ARTICLE 3: INVOICING AND PAYMENT TERMS

3.1 The prices at which Imatec places Orders are firm and non-revisable, unless otherwise agreed upon in writing by the parties. No price increases will be accepted unless Imatec has given its prior written consent before delivery.

3.2 Regardless of the mode of transport used, the applicable Incoterm for Imatec Product purchases is DAP (Incoterms 2020) unless otherwise agreed upon by the parties.

3.3 Supplier invoices sent to Imatec must be made out in the name of Imatec and sent to the address indicated on the Order. All invoices must include the Order reference number. In the event that several Orders are delivered simultaneously, each Order must be invoiced separately.

3.4 In the event of non-compliance with the requirements indicated in the Order, or otherwise agreed upon with respect to the invoicing data, shipping declarations or packing lists, or in the event that the documents are not fully completed with all necessary information, Imatec reserves the right to suspend payment to the Supplier.

3.5 Payment of the invoice will be made within the time period indicated in the Order or, failing that, at 120 days date of invoice.

After prior formal notice, any late payment made by Imatec will be subject to a late payment penalty equal to an interest rate set at three (3) times the legal interest rate, as of the due date, as well as a flat rate collection fee of forty (40) euros.

3.6 Unless otherwise agreed upon in writing by the parties, Imatec rejects any and all retention of title clauses for Products that are the subject of an Order, the rules applicable to Product and Service ownership rights being defined in Article 11 herein.

## ARTICLE 4: DELIVERY TIMES AND SERVICE PERFORMANCE

4.1 Delivery times for Products and/or Services are imperative and must be strictly observed. They are a substantial condition of the Order. Orders that are not completed within the stipulated deadlines may be cancelled, without compensation, at Imatec's discretion. Such cancellation may be made via a simple email or postal notice, without prejudice to any damages that Imatec may be entitled to claim.

4.2 Without prejudice to the foregoing provision, the Supplier shall immediately notify Imatec of any delay or expected delay in Order execution.

4.3 Partial and/or early deliveries are subject to Imatec's prior written consent. Partial and/or early Product deliveries that are made without Imatec's prior written consent may be returned at the Supplier's expense.

4.4 Deliveries must be made to the site indicated in the Order.

4.5 In the event of a Product delivery or Service performance delay, Imatec will be entitled to invoice the Supplier for penalties equal to 1% of the amount of the Order per day of delay, up to a maximum of 20%.

4.6 Payment of the aforementioned penalty does not release the Supplier from its contractual obligations.

4.7 In addition to the application of penalties, Imatec may demand reimbursement for any damages resulting from the delay and/or terminate the Order.

4.8 Imatec may offset all or part of the penalties and/or damages resulting from a delay against the amount of the invoices owed to the Supplier by the Imatec company.

## ARTICLE 5: RECEIPT OF PRODUCTS

5.1 Unless otherwise agreed upon or specified in writing by the Supplier, delivery must take place at the reception site indicated in the Order (even if the Product is invoiced "Supplier ex-factory") during the reception site's normal business days/hours. No Products will be accepted outside of these days/hours.

5.2 Upon Product delivery, Imatec or its customer will check the associated package(s) and quantities against the Supplier's delivery slip. This slip, which is to accompany the Product, must also indicate the Order number, batch number and Product description(s).

The reference number appearing on this slip must match that of the corresponding invoice. In the absence of this slip, only the quantity recognized by Imatec will be taken into consideration when paying the invoice(s), unless Imatec or its client has opted to refuse delivery.

5.3 The delivered Products or performed Services must strictly comply with the terms of the Order.

Imatec reserves the right to carry out quality controls within 30 days of delivery.

5.4 Imatec's qualitative and quantitative acceptance of the delivered Products is only final after verification and control at the site where the Products are received by Imatec or its customer. A signature or discharge stamp on the delivery slip(s) cannot be construed as denoting approval or final acceptance on the part of Imatec and/or its customer.

5.5 If the delivered Products do not comply with the Specifications or are damaged, Imatec may choose to (i) return them to the Supplier at the latter's risk and expense, it being the Supplier's responsibility to send Imatec or its customer a compliant delivery within the deadlines agreed upon with Imatec, or (ii) require that the Supplier recover said Products, at the Supplier's expense, within 30 days, failing which Imatec and/or its customer will be authorised to destroy the Products without any sums or indemnities being due to the Supplier, or (iii) accept the non-compliant Order by applying a price reduction to be agreed upon beforehand with the Supplier, or (iv) cancel the Order by sending a registered letter to the Supplier, without any indemnities being owed by Imatec and (v) reserve the right to demand any late fees invoiced to Imatec and/or its customers.

## ARTICLE 6: SERVICE PERFORMANCE AND RECEIPT

6.1 Whenever an Order includes the installation, assembly, erection, commissioning of equipment, or any other Service, the Supplier will be fully responsible for the performance thereof, even if the Supplier has entrusted the performance of said Services to third parties, in accordance with the provisions of Article 14 below.

6.2 The Supplier agrees to perform these Services in accordance with the Order, the GCP and the Specifications provided by Imatec. The Supplier shall take, or ensure that third parties take, all appropriate measures in accordance with the legal provisions and requirements in force at the place where the Services are to be rendered.

The Supplier is liable for any and all damages to persons and property resulting from its Services.

**6.3** Imatec reserves the right to carry out controls pertaining to the progress of Service performance before Service completion (hereinafter referred to as "Receipt").

**6.4** Imatec reserves the right to refuse the Services (i) in the event of material non-compliance of the Services vis-à-vis the Order and/or Specifications, or (ii) in the event of non-compliance with the performance deadlines indicated in the Order.

**6.5** The Supplier is liable to Imatec for any direct and/or indirect damages to persons and property resulting from the non-compliant performance of Services, whether said damages are caused by the Supplier, its employees or third parties hired to perform the Services for Imatec.

**6.6** Imatec may, after prior notification within a reasonable period of time, carry out an audit at the Supplier's site on the Supplier's working days and hours. In the course of an audit, Imatec shall be entitled, inter alia, to verify the compliance of the Products and/or Services performed or being performed by the Supplier. If the results of the audit show that the Supplier does not comply with the quality standards defined beforehand, the Supplier undertakes to implement all necessary measures as soon as possible in order to achieve such quality levels and requirements. In other cases, the Supplier undertakes to carry out the actions that the Parties decide to take following the audit within the time limits and under the conditions agreed upon by them.

## **ARTICLE 7: TRANSPORT, SHIPPING AND PACKAGING**

**7.1** Unless otherwise stipulated, the Supplier will remain liable vis-à-vis Imatec for the condition of the Products ordered as well as for any damage caused by them. The Supplier must provide packaging that complies with the Specifications or, in the absence of Specifications, packaging that is adapted to the applicable mode of transport in order to ensure the protection of the Products, as well as compliance with the regulations of the countries of transit and the country of delivery.

**7.2** The shipped Products must be accompanied by all invoices, certificates and documents required by the legislation of the country of Product delivery as well as those indicated in the Order and/or the Specifications.

## **ARTICLE 8: WARRANTY**

**8.1** The Supplier warrants that all Products delivered or Services performed are fit for the use for which they are intended, such use having been indicated to the Supplier or apparent due to the nature of the Products or Services.

**8.2** The Supplier also warrants that (i) the Products are of good quality, having been manufactured and executed in accordance with good industry practices and official standards and that said Products and Services are free from design or performance defects (ii) the Products are free from any third-party rights or claims, (iii) the Products comply with the Specifications and features required by Imatec, (iv) the Products and/or Services comply with current laws and/or imposed norms and/or requirements, in particular with regard to quality, health and safety, both in the country of delivery and in the country of destination.

In the context of these warranties, the Supplier agrees to immediately replace defective Products and/or Services or make them conform to their intended use, at no cost to Imatec.

**8.3** The Supplier shall offer, at no additional cost, a guarantee of technical assistance for a period of twelve (12) months following the date of Product or Service acceptance by Imatec, unless otherwise specified by Imatec at the time of the Order. During this period, the Supplier agrees to fully remedy all anomalies resulting in non-compliance with the Specifications of the Order. Likewise, the Supplier agrees to remedy any errors, flaws, apparent defects or malfunctions appearing during this period.

In the event of a latent defect discovered after the expiry of the twelve-month technical warranty period, the legal warranty against latent defects will apply.

**8.4** The Supplier agrees to indemnify and hold Imatec harmless against the consequences of any third-party action claiming industrial or intellectual property rights over the delivered Products or performed Services.

**8.5** The Supplier agrees to refrain from making any modifications that could have an impact on Product quality (manufacturing process, formulation, production site, Product origin, specifications, etc.) without Imatec's prior written consent.

## **ARTICLE 9: LIABILITY – INSURANCE**

**9.1** The Supplier is liable for any damages, suffered by Imatec and/or its customers, resulting directly or indirectly from a breach of its obligations hereunder and/or as a result of its acts or omissions, as well as those of its staff or of third parties that it may have engaged.

**9.2** The Supplier agrees to take out professional liability insurance with a reputedly solvent insurance company for a minimum amount of €5,000,000 to cover any damaging consequences that Imatec may suffer due to a breach of obligations, negligence, or omissions on the part of the Supplier, its employees or third parties that it may have engaged. The Supplier agrees (i) to have Imatec added as an additional insured party on said insurance policy and (ii) to notify Imatec thirty (30) days prior to any modification or cancellation of said policy. Upon Imatec's request, the Supplier shall furnish proof of purchase of said insurance at its own expense.

## **ARTICLE 10: RECALLS**

**10.1** Should the Supplier find a defect in the Products or Services supplied, it must immediately inform Imatec thereof.

**10.2** The parties will then discuss the necessary measures to be taken in light of the circumstances. Possible measures include halting delivery, ceasing Product production, blocking Product reserves (among Imatec customers or not) and/or recalling the Products. Only Imatec is entitled to make the decision to adopt such measures, i.e. to decide which measures to apply and determine the terms and conditions of their application. The Supplier shall make all reasonable efforts to cooperate in the implementation of these measures and bear the costs for which it is responsible.

**10.3** The Supplier is obliged to keep any information about actual or possible measures confidential.

## **ARTICLE 11: INTELLECTUAL PROPERTY RIGHTS**

**11.1** All drawings, Specifications and other technical documents or information provided by Imatec will remain its property, and the Supplier agrees to refrain from disclosing them to third parties or using them for purposes other than those of fulfilling Imatec's Order unless it has obtained Imatec's prior written consent.

**11.2** The material ownership of the purchased Products and creations and/or goods resulting from Service performance is transferred upon their acceptance by Imatec.

**11.3** The Supplier agrees to indemnify Imatec and its customers against any damages that may result from an infringement action brought by a third party in connection with the sale or use of the Products, creations and/or goods resulting from the Services.

**11.4** Should a work created specifically for Imatec and/or its customers be the subject of an Order, any intellectual property rights related to said work are transferred to Imatec upon Order acceptance. In this case, the Supplier transfers all rights of reproduction, adaptation, exploitation and representation of the specifically created work to Imatec. This transfer of rights, which is granted on an exclusive basis, applies to all countries and all fields. It is effective for the entire duration of the protection of rights as stipulated by the intellectual property legislation in force. The cost of this transfer of rights is included in the price of the Order on a flat-rate and definitive basis.

## **ARTICLE 12: FORCE MAJEURE**

Should either party be faced with an unforeseeable, irresistible event that is external to the party suffering from it, Order execution will be suspended in whole or in part for the duration of time needed, without either party being liable to the other. If said event exceeds a 14-day period, the non-affected party will have the right to terminate the Order by means of a written notice, effective immediately and without judicial intervention, without any right to compensation.

## **ARTICLE 13: CONFIDENTIALITY**

**13.1** The Supplier agrees to keep confidential and refrain from disclosing any technical, commercial and/or scientific information belonging to Imatec, which it may come to know during the course of Order execution, for a period of ten (10) years.

**13.2** The Supplier shall refrain from using verbal and written data or information obtained from Imatec for any purpose other than Order fulfilment.

All such data and information will remain the property of Imatec and must be immediately returned or destroyed at Imatec's request, provided that it exists in written form. This applies to any copies or reproductions thereof.

**13.3** Under no circumstances may the Supplier list Imatec in its references, use one of its trademarks or mention the existence of an agreement with Imatec without the latter's prior written consent.

#### **ARTICLE 14: SUBCONTRACTING AND TRANSFER**

**14.1** The Supplier may not transfer or subcontract the rights and obligations resulting from the Order(s) without Imatec's prior written consent.

Should Imatec consent to the subcontracting of all or part of the Order, the Supplier will remain solely responsible for the supply of Products and Services vis-à-vis Imatec and agrees to ensure that the subcontractor complies with these GCP as well as any other document pertaining to said subcontracting.

**14.2** Imatec may freely transfer the rights and obligations of the Order to any affiliates of Gazechim group.

#### **ARTICLE 15: TERMINATION – CANCELLATION**

**15.1** Should one party fail to meet any of its obligations, the other party may cancel the Order(s) at any time, ten (10) days after a formal notice—sent by registered letter with acknowledgement of receipt or equivalent or by letter delivered by carrier—has remained without effect. Likewise, should one party fail to meet its obligations three (3) or more times over a period of twelve (12) rolling months, the other party may cancel the Order(s) without prejudice to the injured party's right to claim associated damages from the defaulting party.

**15.2** Imatec may immediately cancel any Order, without prior notice, by registered letter with acknowledgement of receipt or by letter delivered by carrier, in the event of (i) a delay or non-compliance with the safety instructions and/or internal regulations of the Imatec establishment placing the Order; (ii) a cessation of activities on the part of the Supplier or the implementation of any safeguard, insolvency or liquidation of property proceeding initiated against it, subject to compliance with legal provisions; (iii) more than two (2) breaches of Supplier obligations or (iv) a change of Supplier control involving a direct competitor of Imatec.

**15.3** Imatec may immediately cancel any Order, without prior notice, due to circumstances beyond its control, including order cancellation by its own customers. In this event, Imatec shall pay the Supplier any sums corresponding to incurred expenses that cannot be cancelled or allocated to another project. The Supplier shall do its utmost to limit said sums. Imatec may not be held liable vis-à-vis the Supplier for any other sums or penalties.

#### **ARTICLE 16: UNDECLARED WORK AND CHILD LABOUR**

**16.1** The Supplier agrees to refrain from engaging in illegal employment and to comply with applicable labour laws and regulations, in particular those pertaining to the minimum legal working age, and agrees that it will not hire under-age employees.

**16.2** The Supplier agrees to keep its social security contributions up-to-date. The Supplier warrants that any third party acting on its behalf will comply with these regulations. Moreover, the Supplier agrees to reimburse Imatec for any direct or indirect sums that may be payable as a result of its failure to comply with the regulations in force, notwithstanding the fact that any breach of this obligation is a cause for automatic termination of the Order(s). Imatec also fully reserves the right to claim damages to compensate for any resulting loss that it may suffer.

#### **ARTICLE 17: INDEPENDENCE OF CLAUSES**

Should one of the clauses of these GCP be declared null and void or unenforceable by a final court decision, the other clauses hereof will retain their full force and will not be affected by said decision.

#### **ARTICLE 18: WAIVER**

The failure of a party to insist on strict adherence to any of the provisions of these GCP will not be interpreted as a waiver of the right to avail itself of any of said provisions at a later date.

#### **ARTICLE 19: PERSONAL DATA**

In the course of the relationship subject to these GCP, each party may have access to and use the personal data of employees, subcontractors, customers and suppliers (the "Data Subjects") of the other party (hereinafter referred to as "Personal Data"). Said Personal Data is used to enable the effective functioning of the contractual relationship. The Personal Data retention period must strictly adhere to the time period needed to achieve the above-mentioned purpose. Said Personal Data, whether provided or collected by a party, must be used in accordance with the provisions of the General Data Protection Regulation ("GDPR"). In accordance with the GDPR, Data Subjects have the following rights: access, rectification, deletion, opposition and updating. Under certain conditions, Data Subjects also have the right to portability and limitation of processing. In order to exercise these rights, the Supplier may write to Imatec at the following address: [contactGDPR@gazechim.com](mailto:contactGDPR@gazechim.com).

If the Supplier believes that its data protection rights have not been respected after contacting Imatec, the Supplier may submit a complaint to the relevant control authority.

#### **ARTICLE 20: ANTICORRUPTION**

Each Party shall ensure that its officers, employees, agents, suppliers, contractors and any other person providing services for or on its behalf do so in accordance with all applicable laws, statutes, regulations and codes related to the fight against corruption, including the US Foreign Corrupt Practices Act of 1977, the Sapin II Law and the UK Bribery Act of 2010.

#### **ARTICLE 21: APPLICABLE LAW AND JURISDICTION**

**21.1** Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**21.2** The law of the country of the registered office of the entity placing the Order will apply to the interpretation and execution of these GCP, and, unless otherwise stipulated, to the Orders. In the event of a dispute related to the Orders or the interpretation of these GCP, the court of the domicile of the entity placing the Order will have sole jurisdiction to the exclusion of any other court designated by the Supplier.





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