

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 – Purpose

The General terms and conditions of Purchase described below detail the rights and obligations of the EUROMETA SA ("the Buyer") and his supplier ("the Seller") and apply to the purchases of raw materials, trading products or services. Unless otherwise stipulated, any act of purchase by EUROMETA SA implies the unreserved adherence of the Seller to these GTCP. These conditions shall prevail over any general conditions issued by the seller.

2 – Orders

Orders are subject to written validation by EUROMETA SA. An offer does not bind EUROMETA SA until a purchase order has been sent to the seller.

If the offer is suitable for both parties, EUROMETA SA will confirm the purchase by sending a written purchase order (P.O.). The P.O specifies the physical specifications of the product or service purchased, the quantity, the packaging, any mentions inherent to the expected quality of the product/service, delivery time and payment terms.

The seller will validate the sale by sending a written order confirmation in accordance with the order form sent by EUROMETA SA, within 48 hours maximum. The seller undertakes to respect the different elements of the order form in every respects.

Any modification of the order form must be submitted to the buyer within the same period, otherwise the conditions will be considered accepted. All agreed orders may be modified or cancelled only with the express written agreement of EUROMETA and these terms and conditions shall prevail over any terms and conditions issued by the seller. Seller shall comply with all reasonable instructions provided by EUROMETA including, but not limited to, truck format, delivery times and packaging of materials.

If the seller does not comply with these instructions, he is obliged to inform EUROMETA as soon as possible, which is entitled to refuse delivery. The seller will not be released from his obligations until delivery has been made in accordance with the applicable instructions. All directly resulting costs (including, but not limited to, costs, delays incurred and/or repair purchases) shall be borne by the seller.

3 – Prices

The prices of goods and services are those in force on the day the order is placed. They are fixed in euros, calculated exclusive of tax and defined by an Incoterm. Consequently, they will be increased by the VAT rate and subject to any costs not provided for by the Incoterm chosen. These variable costs will be borne by EUROMETA, unless otherwise expressly stated on Incoterm including them on the confirmation of sale.

The Seller undertakes to invoice the goods and/or services ordered at the prices indicated when the order is registered. The Seller is not authorised to adjust the prices offered once the order has been confirmed by EUROMETA except after agreement and only in the following cases: modification of legal requirements or safety techniques, significant and uncontrollable modification of the cost of raw materials or services provided by the Seller.

4 – Delivery – transfer of risk

Each delivery must be accompanied by the original delivery note specifying packaging details and gross/net weights, the complete transport documentation (CMR consignment note or equivalent transport title documents) including any customs documents required, and a Certificate of Analysis (CoA).

The delivery time indicated on the order form corresponds to the buyer's requirements. The Seller will endeavour to comply with this as best as possible and will inform the Buyer of any delay in delivery. Consequently, any reasonable delay in delivery does not entitle the purchaser to claim damages or to cancel all or part of the order.

The Seller guarantees that, at the time of delivery, he will have valid title to the material and will deliver it free of all prior rights, claims and charges.

The Incoterm indicated on the order form (PO) will designate the party (Buyer or Seller) who will be responsible for the transport and will define also the responsibility for the risks assumed from loading to unloading of the goods.

In the event of missing or damaged goods during transport, the Buyer must write all the necessary reservations on the waybill (CMR). These reservations must also be confirmed in writing, within five (5) days of the delivery date, by e-mail or by post, accompanied by supporting documents (weighing tickets, photos).

5 – Quality, quantity and weight control

The seller guarantees that the goods delivered complies with that indicated on the order form. The seller agrees to use its full endeavours to supply the goods or service according with the criteria and modalities indicated on the order form (quality, packaging, granulometry, etc.).

Raw materials: EUROMETA SA will control the raw materials upon delivery, within 48 working hours. The weights considered as definitely delivered and therefore that will be charged, will be those checked at our factory. These weights will appear on the waybill (CMR) and on the weighing ticket given to the carrier and will be taken as proof in case of disagreement. In addition, the seller is always entitled to attend or be represented at weighing operations.

The seller undertakes to take responsibility for any non-conformity of the product in case the analyses do not correspond to the certificate of analyse previously supplied, the product is different from that indicated on the order form, the packaging is damaged or the delivery date is not respected, leading to shortages of raw materials or breakdown in production.

In case of a dispute, the analyses will be carried out by an accredited external laboratory (neutral third party).

EUROMETA reserves the right to request compensation for non-compliance with the order, for costs incurred during the controls and will provide the seller with the necessary supporting documents.

6 – Non-conformity – order cancellation

EUROMETA reserves the right to cancel an order partially or entirely if during the first delivery the product does not conform, i.e. does not meet the criteria defined in the order form.

7 – Payment terms

The seller will issue the invoice after each delivery of goods or services. However, in some cases, EUROMETA may accept to receive end of month invoices. The invoice shall comply with the conditions predefined at the time of the order and/or or adjusted according to the elements indicated in point 5 above. The invoice must include the order number, the customs item code and the origin of the product.

EUROMETA will pay the invoices by bank transfer to a bank account to be designated by the seller and undertakes to respect the terms of payment agreed before delivery in the PO. EUROMETA will bear the costs inherent to any late payment on its part, in accordance with the current legislation.

8 – Traceability – origin - warranty

The seller undertakes to provide the origin and provenance of the raw materials purchased by EUROMETA and to comply with the legislation concerning embargoes which may be in place in the supplier countries. The seller certifies that the goods supplied comply with all legal obligations, regulations and applicable legislation.

9 – Ethical purchasing charter

The seller guarantees to have read the EUROMETA Ethical Purchasing charter and to comply with the criteria defined in terms of confidentiality, integrity-corruption, environmental and social responsibility, health and safety, quality requirements.

10 – Attribution of jurisdiction

Any dispute relating to the interpretation and execution of these general terms of purchase shall be governed by French law. If no out-of-court settlement is possible, the dispute will be brought before the Commercial Court of Chambéry. In the event of a dispute of an international nature, EUROMETA, when it is the applicant, will have the option either to retain the competent court of its registered office or to submit the dispute to the Chamber of Commerce and Industry sitting in Paris, according to the Rules of Arbitration and Conciliation. In the event of a conflict between the French version of the GTCP and a translated version, Parties agree that the French version shall prevail.