

GENERAL CONDITIONS OF PURCHASE

March 4, 2009

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions Purchase ("GTC") apply to the purchase of any materials, objects, products, components, software, and services (hereinafter referred to as "Goods"), offered or provided by any suppliers (hereinafter referred to as "Sellers") to UGITECH (hereinafter referred to as "Buyer") and referred to by Buyer.

They apply to all requests for quotations made by the Buyer to the Sellers and to all offers made by the Sellers, and form an integral part of all orders (hereinafter referred to as "Orders") placed by the Buyer with the Sellers. No provision not contained in the GTC, an Order or any other document expressly referred to shall be binding on the Buyer, unless otherwise agreed in writing. No provision contained in any Order confirmation, preliminary offer or other document issued by the Sellers shall be binding on the Buyer, even if not explicitly rejected.

1.2 No Order, Order modification, addition or amendment shall be binding on the Buyer without a written agreement issued by the Buyer and duly signed by the persons authorized to bind the Buyer.

1.3 Should any of the provisions of these General Terms and Conditions be unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

1.4 Specific clauses of an Order, specific provisions agreed in writing with the Buyers and any documents to which they refer which are in contradiction the present GTC shall prevail over the present .

2. RATES - QUOTATIONS - PAYMENT TERMS - INVOICING

2.1 Price quotations and estimates issued by the Sellers are binding on them for at least 60 days their receipt by the Buyer.

2.2 Prices shown Orders are firm and non-revisable. They include taxes (excluding Value Added Tax), contributions, insurance and any other costs incurred by the Sellers for the execution of the order up to and including the delivery of the Goods to the final destination designated by the Buyer, packaging, protection, securing and stowage elements, as well as all documents, accessories, equipment, etc., which are not included in the price.

and/or tools required for complete and functional operation and maintenance of the

Goods, and include all payments for the use of any industrial or intellectual property rights, including those of third parties.

2.3 For each delivery of Goods to an Order, the Sellers shall send invoices in duplicate, drawn up in accordance with legal requirements and those of the Buyer, and mentioning the dates and number of the Buyer's order, the Sellers' references, the level of execution of an Order justifying the payment of a deposit, its amount or, as the case may be, the balance outstanding. No invoice may relate to more than one order.

2.4 Invoices issued in due form will be paid within 60 days of the invoice date. However, the Buyer reserves the right to suspend payment in the event of non-compliance with Order by the Sellers. In this case, the Sellers may not claim any late payment interest (even on part of the price), penalties, or any other form of compensation.

2.5 The absence of express rejection of an invoice does not constitute acceptance thereof. Payment of an invoice does not constitute acceptance of the Goods ordered or delivered. In order to be valid, acceptance of the Goods by the Buyer must be express and constitutes only recognition by the Buyer of the execution of the Delivery.

3. QUALITY - SAFETY - SUSTAINABLE DEVELOPMENT

3.1 Prior to any quotation or estimate, the Sellers shall (i) obtain all information relating to the Buyer's requirements and intended use of the Goods in order to provide the Buyer with all necessary advice or information relating to the Goods offered, (ii) fully inform the Buyer of all customs, regulations and standards applicable to each delivery.

For the proper execution of an Order, Sellers shall define and implement quality assurance programs and perform all necessary quality research and testing. The Sellers shall keep the Buyer regularly informed of the results of these measures.

3.2 In line with the principles of sustainable development, Ugitech is strongly committed to protecting and improving safety, health, social dialogue and the environment. Safety in the , in particular, is a priority for the Buyer. The Sellers shall provide the Buyer with Goods and/or any necessary equipment in strict compliance with safety, occupational health, social and environmental regulations applicable to each Delivery (such as current laws and regulations, safety standards applicable to the Buyer, etc.).

3.3 The Sellers shall provide the Buyer with all relevant safety, security or environmental information relating to the Goods and/or their transformation,

handling and use. To this end, the Sellers will inform the Buyer of any particular constraints of the designated delivery location (configuration, activities, transport, traffic and travel). Such information shall in no way limit the liability of the Sellers. In the event that the Sellers do not comply with the above-mentioned

safety, health or environmental obligations, the Buyer shall be entitled to terminate the Order at the expense and risk of the Sellers.

3.4 In particular, the obligations and rules outlined in points 3.1 to 3.3 include the application of regulations (EC) no. 1907/2006 (REACH) and (EC) no. 1272/2008 (EU-GHS). In addition, the Sellers undertake :

1. In the case of goods such as raw materials and industrial consumables
REACH: to supply the Buyer (considered as a Downstream User) with products whose component Substances have been pre-registered/registered, unless exempted by regulation. In the event that a Substance has not been pre-registered / registered in accordance with the provisions REACH, the Seller shall notify the Buyer of this fact without delay and suspend delivery of the Substance or Preparation in which this Substance is contained. The Buyer may then, at its option, cancel all or part of the Order, without prejudice to any damages payable by the Seller.
2. In the case of Goods such as a Preparation or Article: to notify the Buyer as soon as possible if Preparation / Article supplied contains a Substance included or proposed for inclusion in Annex XIV relating to Substances subject to authorization of the REACH regulation.
3. To comply with Articles 31 and 33 of REACH by providing the purchaser, considered as a Downstream User within the meaning of REACH, with a Safety Data Sheet (SDS), drawn up in accordance with Annex 2 of the REACH regulations, for each product supplied. The Seller shall provide the Buyer with a revised SDS, including the registration numbers of the Substances, within 10 days of its revision or update, and in the language of the country of delivery.

Terms in *italics* are as defined in Regulation (EC) No. 1907/2006 (REACH).

3.5 Consequently, the Sellers shall bear any prejudicial consequences resulting from their action or inaction with regard to quality, safety, security and the environment, both vis-à-vis the Buyer and any third party, the Sellers acknowledging their entire liability in the event that the Buyer should exercise its right to terminate the Order concerned.

4. DELIVERY - PRODUCT TRANSFER - PACKAGING - TRANSPORT

4.1 Unless otherwise agreed, the Goods are sold under the DDP Incoterm (this being the latest edition of ICC), unloaded at the place of final destination indicated by the Buyer ("Delivery"). If more specific place of delivery is indicated, Delivery will only be made

on the unloading dock, or at the usual place where the Buyer receives deliveries.

4.2 Before delivery :

- The Sellers shall check the conformity of the Goods to the specifications of the Order, in particular the quantities, qualities, weights and dimensions, as well as the absence of any damage to the Goods or their packaging.
- The Goods must be packaged in such a way as not to be damaged during .

transport or handling. Each batch shall be separately marked in accordance with (i) regulations, particularly in the case of hazardous products where applicable, (ii) Buyer's instructions; markings shall at least mention Buyer's order number Seller's identification batch number, place of delivery description of the Goods, weight and quantity, and all indications required for the correct receipt and assembly of the Goods. Slings and other handling accessories will be supplied with the Goods. At the Buyer's request, the Sellers shall recover all packing after delivery. Should the Sellers wish to use the Buyer's resources (employees, equipment) at the delivery site, they must inform the Buyer with at least 24 hours' notice. The use of said means will be at the risk and under the control of the Sellers.

- Packaging materials and methods will be selected by the Sellers in such a way as to minimize usage costs and according to the following objectives: protection, safety, recyclability, energy savings and ease of destruction.

4.3 Transport :

- The Sellers undertake to take all necessary measures to ensure the proper transportation of the Goods by all appropriate means, using suitable equipment and accessories, with the assistance, if necessary, of experienced and solvent agents or subcontractors. The Sellers shall organize the transport of the Goods to the place of Delivery in such a way as to avoid any damage to the Goods and to third parties, as well as any risk during the unloading of the Goods at the Buyer's place of Delivery.

- Compliance with the delivery deadlines stipulated in the Order is one of essential conditions. The Buyer is entitled to cancel the order if it is not fulfilled within the specified time, without the need for prior notice. The Buyer reserves the right to refuse partial or early deliveries; in such cases, the Buyer shall have the right to return or store such partial or early deliveries, at the expense and risk of the Sellers.

In the event of late delivery, the Sellers shall immediately notify the Buyer in writing, specifying the reason and/or duration of the delay as well as any information relating to the measures taken to remedy the situation and accelerate delivery. In the event of late delivery, the Buyer shall be entitled to

to receive, without prejudice to any other right, for each full week of delay, penalties of 1% of the value of the Order, up to a maximum of 10%. The Buyer shall communicate its decision to withhold such , at the latest, to .

date of payment of the first invoice issued after the late delivery. These damages are due without prejudice to the Buyer's other rights to compensation.

4.4 Ownership of the Goods shall pass unconditionally to the Buyer upon delivery. Unless otherwise agreed, the Sellers may not claim the application of any retention of title clause.

In carrying out the Order, it is the responsibility of the Sellers to refuse any application of such clauses in their relations with their own suppliers or subcontractors. Notwithstanding the terms of delivery, the risk of loss of or damage to the Goods shall remain with the Sellers until formal acceptance thereof by the Buyer.

5. ACCEPTANCE - INSPECTION

5.1 Without prejudice to the provisions of article 4.2, the Buyer reserves the right to verify the progress and proper execution of the order and to undertake quality and tests it deems necessary. The Sellers shall guarantee free access their premises to the Buyer and its representatives at all times. This shall in no way release the Sellers from or limit their obligations under the Order.

5.2 All requirements mentioned in Buyer's quality systems are to be considered as specifications of the Order itself; Sellers shall a quality system established and implemented in accordance with ISO 9001 (2000) standards and or their equivalent (depending on the nature of the Goods). The Buyer or its agents are entitled to undertake quality audits and verifications of the quality system of the Sellers or any of their subcontractors.

5.3 In the event of refusal of all or part of a delivery, the refused Goods will be stored and/or returned by the Buyer at the expense and risk of the Sellers.

6. TECHNICAL DOCUMENTATION - USER AND MAINTENANCE MANUALS

The Sellers shall provide the Buyer, within the agreed time or at the latest upon delivery of the Goods, with all technical documentation relating to the Goods, including in particular user and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, factory inspection certificates, certificates of conformity and any other useful documentation. Unless otherwise specified in the Order, delivery of software or goods comprising software includes the related source codes and object codes enabling maintenance and/or adaptation of the Goods. Such technical documentation or any specific equipment and accessories relating to the performance of an Order shall remain the property of the Buyer and shall be considered an integral part of the Goods within the meaning of the GTC. Such documentation shall be supplied in the language of the country of delivery, unless otherwise agreed.

7. WARRANTY - LIABILITY

7.1 The Sellers warrant that the Goods conform to the agreed specifications and requirements, that they are state-of-the-art and suitable for the particular purposes expected by the Buyer, that they are free from defects in design, materials and workmanship, that they fully satisfy the performance requirements expected by the Buyer and that they comply with all legal obligations and standards in force, and in particular those relating to the environment, safety, working conditions and employment. All representations and warranties contained in the Sellers' catalogs, brochures, sales documents and quality systems are contractually binding. The Sellers guarantee the perfect adequacy of the technical specifications of the Order to the specific needs of the Buyer and acknowledge that they have examined these specifications in detail and have been able to request any clarification they may have wished, particularly with regard to requirements linked to compliance with (EC) regulation no. 1907/2006 (REACH) and (EC) regulation no. 1272/2008 (EU-GHS).

The Sellers shall be liable for any claim, demand, loss, damage, cost or expense caused by the breach of article 3.4 of these General Terms and Conditions of Purchase without any liability on the part of the Buyer, considered as a Downstream User within the meaning of the REACH regulation.

7.2 The Sellers guarantee that the Goods will achieve the expected results for a period of two years from their commissioning. Claims made under this warranty will suspend the warranty period until the defect is remedied by the Sellers, and the warranty period will be extended accordingly.

7.3 If at any time certain Goods are found not to conform to what is warranted, Buyer may, at its option, and upon written notice to Sellers (a) terminate the Order in accordance with the provisions Article 11 (Termination), (b) accept such Goods in consideration of an equitable price reduction or (c) reject such non-conforming Goods and require, at Sellers' expense, delivery of replacement Goods or performance of necessary repairs. All Goods refused for any reason whatsoever shall be returned to the Sellers at their expense and risk, or shall be stored at the Sellers' risk in the Buyer's warehouses. Upon expiry of a period of 15 days from notification of refusal, the Sellers will be liable for the cost of storing the Goods in the warehouse.

7.4 If the Sellers fail to deliver suitable replacements or, as the case may be, to carry out repairs promptly or urgently, the Buyer shall be entitled to replace said Goods or have them repaired by another supplier and to be reimbursed by the Sellers for all resulting costs.

7.5 All repaired or replaced Goods shall be subject to the provisions of the present article and the warranty period mentioned in the present GTC shall start running again in full from the date of the said delivery or repair.

7.6 The Sellers shall be liable for any direct, incidental, special or consequential loss or damage, including lost profits, suffered by the Buyer as a result of late delivery, defects in the Goods or any other failure the Sellers to perform the Order.

7.7 The Buyer's rights and remedies as specified in these GTC are in addition to those provided by law.

7.9 In any event, no inspection, approval or acceptance of the shall relieve the Sellers of liability for defects or other failures to comply with the terms of the Order.

7.10 The Sellers undertake to supply the Goods, their parts or components for repair, maintenance or development throughout the duration of the Order, including the warranty period, and also undertake that their manufacture and distribution will not be interrupted. The Sellers undertake, unless otherwise specified, to ensure the proper

delivery of spare parts for a minimum period of 10 years from the official notification of the cessation of production of the final product. In the event that the Sellers decide to stop manufacturing all or part of the Goods at a later date, the Sellers must inform the Buyer at least one year in advance, so that the Buyer can place additional orders.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Sellers warrant that neither the Goods subject to the Order nor their sales infringe or violate any trademarks, patents, copyrights or other rights of third parties. Sellers shall indemnify and hold Buyer harmless from and against any and all claims, liabilities, losses, costs, attorneys' fees, expenses and damages due to or arising out of any infringement of industrial and/or intellectual property rights. The Sellers shall, at their own expense, if requested by the Buyer, defend the Buyer against such claims, suits and proceedings.

8.2 In the event that the Goods are the subject of actions or claims for infringement of industrial and/or intellectual property rights, the Sellers shall either obtain as soon as possible the right for the Buyer to use the Goods, or modify or replace the Goods in order to put an end to the said infringement. The modification or replacement of said Goods shall in no event result in any diminution or restriction of the use or functions of the Goods or of their ability to meet the specific needs of the Buyer. Failing this, the Buyer shall be entitled, subject to eight working days' notice, (a) to take any measures it deems necessary to safeguard its rights and (b) to obtain from the Sellers reimbursement of the total cost of such measures.

8.3 Insofar as they result from the Order, patentable inventions and protectable creations as well as their results, shall be the property of the Buyer unless the Sellers can prove that they result from the sole inventive capacity the Sellers and that they were developed independently of the Order.

9. CONFIDENTIALITY - EXCLUSIVE PROPERTY RIGHTS

9.1 All written or oral information transmitted by the Buyer to the Sellers relating to the Buyer's know-how, specifications, procedures, requirements and other information, documents and technical data, shall be treated as confidential and shall not be disclosed to third parties without prior written consent the Buyer for at least 5 years from the date of disclosure to the Sellers. This information may only be used to execute the Order or to prepare offers or quotations.

9.2 The property rights and copyrights attached to the designs, drawings, samples and other documents delivered by the Sellers become the property of the Buyer and may not at any time be reproduced or disclosed to third parties without the prior written consent of the Buyer.

10. FORCE MAJEUR

10.1 The party affected by an event of force majeure shall immediately notify the other party in writing of such event and provide the latter with all relevant information and evidence relating thereto, indicating in particular the period during which such event is likely to delay due performance of this Order. Strikes affecting the Sellers, public transport strikes or other events of any kind affecting the Sellers' subcontractors or suppliers (including those hereinafter defined as force majeure events) shall not be considered as force majeure events justifying non-performance this Order.

10.2 In the event of force majeure affecting the Sellers, the Buyer may, at its discretion, agree with the Sellers on an extension of the delivery period, or terminate, at any time and without further obligation or liability, all or part of the Order, and request reimbursement of any sums already paid.

10.3 The cost of deliveries already made remains due only in the event that they can be fully utilized by the Buyer, notwithstanding subsequent failure to deliver the remainder of the Order. Any amount exceeding this cost and paid in advance by the Buyer shall be reimbursed by the Sellers;

10.4 Machine breakdowns, shortages of materials or any other cause beyond the reasonable control of the Buyer preventing the use of the Goods ordered or restricting requirements

of the Buyer with respect to such Goods authorize the Buyer, at its discretion, to suspend or postpone delivery of the Goods ordered or to terminate all or part of the Order without further obligation or liability.

11. TERMINATION

11.1 The Buyer may at any time, even if the Sellers are not in breach of their obligations, suspend the Order for a period decided by the Buyer, or terminate all or part of it, by giving three days notice to the Sellers. In the event of such termination, the Sellers may charge the Buyer for reasonable costs incurred up to the time termination said Order. In no event shall the Sellers be entitled to compensation for incidental or consequential damages or lost profits.

11.2 In the event of non-compliance with any of the terms and conditions of this Order, the Buyer shall be entitled to terminate all or part of the Order, subject to written notice to the Sellers and without prejudice to any other remedy, and to demand reimbursement from the Sellers of all sums paid thereby by the Buyer of all costs incurred by the Buyer as a result of the default of the Sellers, including the cost of replacement of the Goods with another supplier, and to be indemnified for any loss or damage suffered by the Buyer as a result of any delay in performance by the Sellers; The same shall apply in the event of delay by the Sellers in the manufacture, production, delivery or, as the case may be, assembly of the Goods in time to meet the terms of the Order. Without prejudice to Article 4, termination shall be notified by registered mail with acknowledgement of receipt fifteen days dispatch of a notice of termination.

express formal notice.

12. INSURANCE

The Sellers shall take out and maintain the necessary insurance policies to cover their liability under these GTC, in particular an insurance policy covering their civil liability for a minimum amount of 1 million Euros.

Transport of the Goods to the place of delivery, at the Sellers' expense, must be insured with reputable insurers and for guaranteed amounts corresponding at least to the replacement value of the said Goods plus 15%.

In the event that delivery is obviously not fixed at the final place use by the Buyer, the Sellers must draw the attention of the Buyer's Purchasing Department to the possibility of arranging storage/transport insurance cover in continuity with the coverage conditions of the Sellers' insurance policy.

The Sellers shall provide the Buyer with all evidence of having taken out such insurance policies and of the extent of the guarantees covered thereby and meeting the Buyer's requirements.

13. OUTSOURCING

If Sellers are authorized to subcontract all or part of their obligations to third parties, such subcontracting operations shall be at their sole financial expense and under their full responsibility. The Sellers shall notify all subcontractors of the clauses of the present GTC as well as those of the Order, and shall provide them with all information concerning the Buyer's requirements, particularly with regard to safety rules, the Buyer reserving the right to refuse any subcontractor of the Sellers who does not comply with these conditions.

14. TRANSFERABILITY

Sellers are not authorized to assign this Order, or any rights arising hereunder or claims due from Buyer, without Buyer's prior written consent.

15. JURISDICTION - APPLICABLE LAW

15.1 This Order shall be governed by and construed exclusively in accordance with the laws of the place of the Buyer's registered office. The application of the 1980 United Nations Convention on the Law Applicable to Contracts for the International Sale of Goods is excluded.

15.2 Any dispute arising in connection with this Order shall be resolved by the competent courts of the place of the Buyer's registered office. However, the Buyer reserves the exclusive right to bring any dispute involving the Sellers before the Courts having jurisdiction at place of the Sellers' registered office.