

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE OF THE PURCHASE ORDER BY THE SELLER

1.1 Acceptance by Commencement of Performance

Delivery of the Goods, commencement of invoicing, or commencement of performance of the Services shall constitute acceptance of the Purchase Order.

The effective date of the Purchase Order shall be the date indicated on the Purchase Order. Each Purchase Order must be fulfilled in its entirety.

1.2 Acceptance by Acknowledgement of Receipt

Any Purchase Order must be confirmed by the seller (the “Seller”) to BEMIS-PROTECHNIC within two (2) calendar days from the date of transmission thereof, by means of the acknowledgement of receipt attached to the Purchase Order.

Such acknowledgement of receipt must be dated and signed by a duly authorized representative and bear the Seller’s official company stamp.

1.3 Implied Acceptance

Upon expiration of the five (5) day period referred to in Article 1.2 above, the Seller shall be deemed to have accepted all the terms and conditions of the Purchase Order without reservation.

Unless otherwise expressly agreed, any Purchase Order accepted by the Seller under the conditions set forth herein shall constitute a purchase agreement (the Purchase Order and/or agreement being hereinafter referred to as the “Contract”) and shall imply the Seller’s unconditional acceptance of these Terms and Conditions and waiver of its own terms and conditions of sale.

Any deviation from these Terms and Conditions must be expressly agreed to in writing by BEMIS-PROTECHNIC.

2. PRICES – INVOICING AND PAYMENT TERMS

The prices indicated in the Purchase Order are exclusive of Value Added Tax (VAT).

No additional charges may be invoiced without the Client’s prior written consent.

Prices are fixed, lump-sum, firm and non-revisable. The Supplier shall bear all costs relating to duties, taxes, fees and levies for which it is liable.

Invoices shall be issued by the Supplier in the name of the Client and sent to the address specified in the Purchase Order, indicating the Purchase Order number and references. Invoices shall be issued in the currency specified in the Purchase Order.

Invoices shall be payable provided that the Goods and/or Services have been supplied and accepted as compliant by the Client. Unless otherwise specified in the Purchase Order, payment shall be made in accordance with the payment terms negotiated between the Parties.

Payment shall be made by bank transfer.

In general, should late payment penalties become applicable, following a formal notice that remains unanswered and uncontested for thirty (30) days after receipt thereof, such penalties shall not exceed three times the applicable statutory interest rate, calculated from the date of receipt of the formal notice.

Payment of any invoice shall not prejudice the Client's right to contest in writing any improperly invoiced charge, nor any other rights available to the Client.

Where the Client disputes one or more items on an invoice, payment of the disputed amount shall be suspended without application of late payment penalties. Prior to the contractual due date of the invoice, the Client shall provide a written statement explaining its position. The Supplier shall then issue a credit note cancelling the disputed invoice and shall issue a new invoice covering the undisputed portion only.

3. DELIVERY OF GOODS

Failure by the Seller to comply with any provision of this Purchase Order shall not constitute a continuing waiver of any right of the Buyer or of these Terms and Conditions.

BEMIS-PROTECHNIC purchases raw materials in accordance with the suppliers' sales specifications as maintained in their technical data sheets or product data sheets. In such cases, BEMIS-PROTECHNIC purchases the product "as is" and does not specify any additional requirements prior to receipt and processing. Any exception to this rule shall be identified in the "Incoming Inspection List" maintained by the Quality Department.

Safety Data Sheets (SDS) must be supplied with the first shipment of any newly purchased product or whenever information contained in the SDS has been updated. For regularly ordered materials, it is not necessary to provide an SDS with every shipment.

Updated SDS documents shall be sent by email to:

quality-control-laboratory@protechnic.bemisworldwide.com

Certificates of Analysis (COA) must be provided for each individual batch included in a shipment. The COA shall be sent by email to:

quality-control-laboratory@protechnic.bemisworldwide.com

Important Notice

For emergency deliveries outside normal business hours, please contact the Logistics Department at:

PROTECHNIC_LOGISTIQUE@PROTECHNIC.BEMISWORLDWIDE.COM

to make the necessary arrangements.

- For proper identification, BEMIS-PROTECHNIC item numbers must appear on delivery notes and external labels.
- Quality Note: All materials purchased by BEMIS-PROTECHNIC must be delivered in accordance with product specifications; otherwise, they may be rejected or returned.

4. DELIVERY AND ACCEPTANCE OF GOODS

Receipt of the Goods shall take place at the BEMIS-PROTECHNIC facility or at any other location specified in the Contract.

4.1 Conditions for Acceptance of Goods

Any Goods delivered shall be deemed accepted only after verification of their conformity by BEMIS-PROTECHNIC.

The Goods shall comply with the terms and specifications of the Contract and with all applicable laws, standards and regulations, including, without limitation, applicable European directives and regulations. They shall be packaged and packed in accordance with transportation requirements and applicable laws, standards and regulations.

Inspections carried out at the Seller's premises, whether by its own personnel or by any third party, shall in no way derogate from the provisions of this Article nor constitute acceptance by BEMIS-PROTECHNIC.

Except for items manufactured in accordance with specifications, plans or drawings supplied by the Buyer, the Seller agrees to defend, indemnify and hold harmless the Buyer and its customers from and against any liability, cost or expense arising out of any actual or alleged patent infringement relating to the items covered by the Purchase Order.

4.2 Rejection of Goods

The Seller warrants that all products delivered shall be merchantable, free from defects in materials and workmanship, fit for their intended purpose and compliant with all applicable laws and standards.

In the event that the Goods are rejected, all related costs shall be borne entirely by the Seller, without prejudice to late delivery penalties and any other damages that BEMIS-PROTECHNIC may be entitled to claim.

Rejected Goods shall remain available to the Seller, at its own cost and risk, for a period of ten (10) business days. After such period, BEMIS-PROTECHNIC shall be entitled to return the rejected Goods at the Seller's cost and risk and to require either replacement or reimbursement.

All costs arising from transportation, compliance correction or replacement of the Goods shall be borne by the Seller.

5. DELIVERY TIMES

The Seller shall not be liable for damages resulting from delays caused by circumstances beyond its reasonable control, provided that it promptly notifies the Buyer thereof.

The delivery period specified in the Contract is mandatory and shall apply to Goods delivered to the agreed destination.

Any delay, regardless of its cause, occurring during performance of the Contract must be reported in a timely manner together with all supporting explanations and details of corrective actions implemented to eliminate such delay.

If the Seller fails to deliver the Goods within the time limits specified in the Contract, BEMIS-PROTECHNIC shall be entitled to deduct from payments due to the Seller liquidated damages for delay calculated at one percent (1%) of the net purchase price of the Goods per calendar day of delay, from the first day of delay, up to a maximum of fifteen percent (15%) of the Contract value.

Beyond such limit, BEMIS-PROTECHNIC reserves the right to claim compensation for any direct material damage resulting from the Seller's failure to fulfil its delivery obligations.

If the delay exceeds one (1) month, BEMIS-PROTECHNIC may terminate all or part of the Contract automatically, without formalities and at the Seller's sole fault, without prejudice to any other rights and remedies available to BEMIS-PROTECHNIC.

- incurred in connection with the correction of the defect.

Any repaired or replaced part shall benefit from a new warranty period of twelve (12) months commencing on the date of repair or replacement.

6. TRANSFER OF TITLE AND RISK

All drawings, designs, data, and other technical information supplied by the Buyer to the Seller shall remain the property of the Buyer and shall be used solely for the performance of the Purchase Order.

The Seller shall remain solely responsible towards BEMIS-PROTECHNIC for the performance of the Contract and shall not assign, transfer, delegate, or subcontract all or any part of the Contract to any third party without the prior written consent of BEMIS-PROTECHNIC.

6. COMMERCIAL TERMS

- a. The delivery schedule stated on the face of the Purchase Order, or as subsequently revised in writing by the Buyer, shall be strictly complied with.
- b. The Buyer may reject early shipments as well as quantities exceeding those ordered.
- c. The Seller shall bear all risks associated with excess goods.
- d. The Buyer may exercise any rights and benefits arising under the Purchase Order at any time prior to acceptance of the Goods and before delivery.
- e. The Buyer reserves the right to cancel all or part of the Purchase Order prior to shipment.
- f. In the event of cancellation, the Buyer shall reimburse the Seller, as mutually agreed, for reasonable costs incurred up to the effective date of cancellation.

No amount due to the Seller may be assigned or transferred to any third party without the prior written consent of the Buyer.

7. CONFIDENTIALITY

All applicable statutory and regulatory provisions are hereby incorporated by reference into these Terms and Conditions.

Unless expressly authorized by BEMIS-PROTECHNIC, for any reason whatsoever, from the date of execution of the Contract and for a period of ten (10) years following its expiration or termination, the Seller shall refrain from disclosing any confidential information (the “Confidential Information”) that may come to its knowledge.

Confidential Information shall include all commercial, technical, financial, accounting, intellectual property-related, or other information relating to BEMIS-PROTECHNIC, whether such information is disclosed directly by BEMIS-PROTECHNIC or otherwise becomes known to the Seller.

The Seller undertakes to take all necessary measures, particularly with respect to its employees, agents, and subcontractors, to ensure that such Confidential Information is maintained in strict confidence.

All Confidential Information provided by BEMIS-PROTECHNIC to the Seller for the purposes of performing the Contract shall remain the exclusive property of BEMIS-PROTECHNIC and shall be returned, without being copied, immediately upon completion of the Contract and without any prior request being necessary.

In the event of a breach of these confidentiality obligations, BEMIS-PROTECHNIC may immediately terminate any ongoing Contract automatically and without formalities, without prejudice to any other rights or remedies available to it.

8. LIABILITY – FORCE MAJEURE

Regardless of the cause of the damage, the Parties expressly waive any right to claim from one another compensation for indirect, consequential, incidental, special, or intangible damages, including but not limited to loss of profits, loss of business opportunities, loss of goodwill, or loss of revenue.

Regardless of the cause of the loss, neither Party shall be liable for any consequences arising from an event of Force Majeure as defined below.

For the purposes of this Contract, Force Majeure shall expressly mean any circumstance beyond the reasonable control of the Parties that was unforeseeable at the time the Contract was entered into, whose effects could not reasonably have been prevented or overcome, and which, despite the affected Party acting in good faith, prevents performance of the Contract.

The occurrence of a Force Majeure event shall suspend performance of the obligation rendered impossible, together with any related obligations.

The Party affected by the Force Majeure event shall promptly notify the other Party by registered letter with acknowledgment of receipt, in order to enable the other Party to take any necessary measures.

If performance of the Contract is prevented for a continuous period of ninety (90) days as a result of such event, either Party may terminate the Contract automatically and without further formality by written notice to the other Party, without either Party being liable to pay any compensation as a result thereof.

9. WARRANTY

Unless otherwise specifically agreed in writing, every Contract shall include a warranty by the Seller covering parts and labor against any defect in materials, design, workmanship, manufacture, adjustment, operation, assembly, professional

performance, and against any apparent or latent defects, for a period of twelve (12) months from acceptance of the Goods in accordance with Article 4.

Under this warranty, the Seller shall repair or replace, within ten (10) business days, any part determined by BEMIS-PROTECHNIC to be defective.

The warranty shall also cover:

- labor costs required to perform repairs at the premises of the Buyer's customer or at the Buyer's own premises;
- all transportation costs and risks associated with returning, repairing, replacing, and reshipping defective parts;
- any reasonable costs directly

10. PROPERTY RIGHTS

The Seller warrants that it is the lawful owner of the Goods sold to BEMIS-PROTECHNIC and has full authority to transfer title thereto.

The Seller guarantees BEMIS-PROTECHNIC the peaceful enjoyment of the ownership rights transferred under this Contract and warrants against any disturbance, claim, encumbrance, or eviction by any third party.

Accordingly, the Seller shall indemnify and hold harmless BEMIS-PROTECHNIC against any liabilities, costs, damages, expenses, or losses arising from any third-party claim alleging infringement of its ownership or proprietary rights.

11. INVOICING AND PAYMENT

Unless otherwise expressly agreed, a separate invoice shall be issued for each Contract, even where shipments are consolidated.

Invoices shall be sent to:

factures@protechnic.bemisworldwide.com

and to the address specified in the Contract, in duplicate, and shall mandatorily state:

- the Purchase Order number;
- the description and quantity of items supplied;
- the dates and references of the delivery note;

- the detailed price breakdown.

Any incomplete invoice shall be returned to the Seller.

Payment shall be made by commercial bank transfer within the time limits specified in the special conditions or in the Contract, subject to the Goods being compliant with the Contract and applicable legislation.

BEMIS-PROTECHNIC reserves the right to deduct from future invoices any amount corresponding to non-conforming Goods or Services.

Unless otherwise specified, payment periods shall commence upon receipt of the Goods.

The price shall be firm and final upon confirmation of the Purchase Order by the Seller and shall not be subject to revision due to changes in economic, financial, commercial, or market conditions.

12. INSURANCE

The Seller shall obtain and maintain in force throughout the duration of the Contract all insurance policies necessary to cover the risks and liabilities arising from its activities and obligations under the Contract.

Such insurance shall include, without limitation, Product Liability Insurance and Commercial General Liability Insurance covering liabilities arising after delivery of the Goods.

For specific sectors such as, but not limited to, aerospace, automotive, medical devices, or other regulated industries, BEMIS-PROTECHNIC may require the Seller to obtain and maintain additional insurance coverage appropriate to the risks involved.

Upon request, the Seller shall provide BEMIS-PROTECHNIC with certificates of insurance evidencing such coverage.

13. TERMINATION

Without prejudice to the payment of late delivery penalties and any other remedies available to BEMIS-PROTECHNIC, BEMIS-PROTECHNIC may terminate all or part of the Contract automatically, by registered letter with acknowledgment of receipt and without any judicial formalities, including but not limited to the following circumstances:

- failure by the Seller to perform one or more of its contractual obligations;

- insolvency proceedings, receivership, judicial reorganization, bankruptcy, liquidation, or similar proceedings involving the Seller;
- employment of undeclared workers or workers not legally authorized to work;
- delay in delivery or performance exceeding one (1) month;
- breach of the confidentiality obligations set forth in Article 8;
- occurrence of a Force Majeure event preventing performance of the Contract for a period exceeding ninety (90) days.

Such termination shall take effect immediately upon receipt of the termination notice unless otherwise specified therein and shall be without prejudice to any claim for damages or other remedies available to BEMIS-PROTECHNIC.

14. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any Contract to which they are attached shall be governed by and construed in accordance with the laws of France.

Any dispute arising out of or in connection with the sale, these Terms and Conditions, or the Contract shall, failing amicable settlement between the Parties, be submitted to the exclusive jurisdiction of the Mulhouse Judicial Court (Tribunal Judiciaire de Mulhouse), France.

The Parties expressly agree that French law shall apply, excluding any conflict-of-law rules that would lead to the application of another jurisdiction's laws.

15. SPECIFICATIONS

Unless otherwise specified, materials are purchased in accordance with the Seller's specifications.

Material properties, tolerances, and test performance criteria shall comply with the Seller's published sales specifications.

Should any products fail to comply with such specifications, they shall not be shipped to BEMIS-PROTECHNIC without prior written approval from BEMIS-PROTECHNIC.

16. REGULATORY REQUIREMENTS

a. Raw Material Exceptions

A raw material may be classified as an “Exception” upon recommendation by the Product Development, Manufacturing, Quality, or Purchasing Departments, or at the request of a customer.

Such an exception may require that a Certificate of Analysis (COA) accompany the shipment.

Acceptance criteria shall be defined in the “Incoming Inspection List.”

Where an agreement has been established with a supplier prior to shipment, raw materials may not be received nor released for production without the prior approval of BEMIS-PROTECHNIC.

INVOICING REQUIREMENTS

To ensure prompt payment in accordance with the agreed payment terms, all invoices must be sent by email to:

factures@protechnic.bemisworldwide.com

BEMIS-PROTECHNIC

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