

General terms and conditions of purchase (GTC) - UI THERM (1)

1. Scope of application-Enforceability:

These general terms and conditions of purchase (GTC) define the methods of placing and executing orders for supplies intended for UI THERM. The term "supply" refers to any and all supplies, hardware or software and any and all services specified in an order. The following provisions are applicable to all suppliers without exception or reservations, except those that may appear in the special conditions of the order, which prevail over the general conditions.

2. Order

2.1 Order placement: UI THERM is only committed by an order written on UI THERM letterhead, signed by an authorized person and making reference to these general terms and conditions of purchase. Acceptance of the order implies, on the part of the supplier, acceptance of UI THERM's General Terms and Conditions of Purchase.

2.2 Acknowledgement of order receipt: Each order must be acknowledged within the period defined in the order or, failing that, within a maximum period of 3 (three) calendar days from the date it was sent. After this period, all terms and obligations relative to the order shall be considered as accepted by the supplier. Acceptance of the order or any commencement of execution implies, for the supplier, formation of the contract and unreserved adherence to these general terms and conditions and to all clauses and conditions of the order. In the event that the supplier has reservations, in order to be admissible, they must be the subject of a detailed statement written on the acknowledgement form, and must be expressly accepted in writing by UI THERM.

3. Delivery time

3.1 Unless otherwise specified, the date(s) shown on orders shall be understood as the date(s) of delivery of the Supplies to the location(s) specified in the order. By acknowledging receipt of said order, the supplier agrees to respect the delivery times and places.

3.2 Delivery dates must be strictly honoured. UI THERM shall be informed immediately of any foreseeable delay and of the measures taken to remedy it. Any additional expenses resulting from a delay shall be borne by the supplier. If a delay is caused by a case of force majeure, the supplier must justify this to UI THERM in writing as soon as the event occurs.

3.3 Any delay in delivery shall automatically lead to application of penalties for late delivery, without prejudice to exercising the right of cancellation provided for in Article 14 or to seek damages. Penalties are set at the rate of one percent (1%) of the amount excluding VAT of the order per calendar day of delay, unless otherwise stated in the special conditions of the order, and shall be deducted from the supplier's invoices.

4. Packing and transport

Unless otherwise specified, the supplies ordered shall be transported at the expense and under the responsibility of the supplier. The latter chooses its carrier, takes out, at its own expense, the insurance policies necessary to guarantee transport and defines the packaging and packing according to the mode of transport and the goods transported. Consequently, damaged goods will not be accepted by UI THERM. Unless otherwise specified, supplies of foreign origin are delivered "Duty Paid".

5. Compliance

5.1 Supplies must strictly conform to the specifications, tools, parts and models listed or referenced in the order. Any technical modification, even minor, must be expressly accepted by UI THERM.

5.2 Supplies must meet the requirements of the laws, regulations and standards in effect in the country for which they are intended. By accepting the order, the supplier is deemed to be familiar with all laws, regulations and standards in effect. All documents and certificates are to be sent to UI THERM

5.3 If, for any reason, the Supplier is not certain that the goods or services to be supplied by it will meet any of the above requirements, it shall promptly inform the Purchaser in writing before shipment, giving full details of the risks of non-compliance and the proposed measures. The Purchaser shall notify the Supplier in writing as soon as possible of its acceptance or rejection, by exceptional waiver, of the Supplier's proposals.

6. Delivery slip

Any shipment of supplies shall be the subject of a delivery note issued by the supplier. It will be placed in the packing accompanying the parcels. Each delivery slip must include the following information: - Order number - Description of the supply - Quantity delivered - Status of the order (partial or complete) - Name of the carrier. EU suppliers will also have to indicate the Combined Nomenclature code, the net and gross weight and the origin of the supply.

In the event that the supplier ships the goods directly to the end customer with authorization from UI THERM, in neutral packaging, a UI THERM Delivery slip will be sent to the supplier when the goods are packed and ready for shipment at the request of the supplier.

7. Transfer of Ownership and Risk

The transfer of ownership and risk shall take place upon receipt of the supplies by UI THERM, notwithstanding any retention of ownership clause included in the supplier's documents, provided that the object of the order meets the usual quality criteria or those defined by our specifications.

8. Receiving-Refusal of delivery

Receiving means verification by UI THERM of conformity of the products delivered to the order, in terms of both quantity and quality. However, this verification does not release the supplier from responsibility for hidden defects and non-conformities in the product sold. UI THERM reserves the right to refuse the supplies delivered in case of: - Obvious defect; - Non-conformity with UI THERM's supply specifications or with the order; - Non-conformity with the supplier's technical specifications; - Non-conformity with standards in effect; - Damage; - Partial delivery, unless UI THERM has given its prior approval; - Delivery sent to an address other than the agreed address. Any refused supply shall be removed by the supplier within 8 days following notification by UI THERM of refusal of the delivery. Failing this, it will be returned at the expense and risk of said supplier. Moreover, the supplier is required to replace any refused supply at its own expense and within a maximum of 5 working days. Any delay resulting from refusal of delivery shall be governed by the provisions of Article 3.

9. Prices and terms of payment

Unless otherwise stated in the order, prices are firm and not subject to revision. These prices are net and include costs for transport, wrapping and packing suitable for transport and storage of the supply, unloading, insurance, taxes and duties excluding VAT. Payments are made at 45 days end of month, date of issue of the invoice, unless otherwise stipulated, and no deposit is paid with the order. The interest rate applicable to any penalties that may be due for late payment shall under no circumstances exceed three times the legal interest rate in effect in France. These penalties will represent compensation, will be exclusive of any other compensation and will be applied to the amount of the invoice before tax. In accordance with Article D. 441-5 of the Code of Commerce, any delay in payment shall automatically give rise to payment by the debtor of a set indemnity of 40 € for collection costs.

10. Invoicing

For each order, the invoice shall be drawn up by the supplier in a single copy, in the name of UI THERM and shall be sent to UI THERM by any means at the supplier's convenience. Invoices include: - The order number; - The number of the delivery slip; - The nature and quantity of the supply; - The price; - The name and billing address; - The name and address of UI THERM for delivery, if different; - Any additional costs. As well as any other mention imposed by Article L.441-3 of the French Commercial Code. UI THERM shall refuse the invoicing of any supply that has not been the subject of a valid order.

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11. Guarantee

The supplier guarantees that the supplies shall be in strict compliance with laws and regulations in effect relative, in particular, to health and safety, the legal guarantee against defects and hidden defects, and the legal and regulatory provisions relative to defective products. The supply shall be guaranteed against all apparent or hidden defects/flaws in design, manufacture, operation and against all defects of materials and constituent parts for the period defined in the order or, failing this, for a minimum of 12 months from receipt at UI THERM's premises. The supplier's warranty covers parts, labour, travel and transport. Any work done under the guarantee shall also be guaranteed for a period of 12 months from the date of intervention or for the remaining period of the original guarantee, whichever is longer. At its own expense, the supplier shall fully remedy the consequences of defects for UI THERM and for its customers. The supplier agrees to supply all spare parts for the supplies delivered for a period of five years from delivery. Should the supplier be unable to ensure proper fulfilment of this warranty obligation, UI THERM reserves the right to have the necessary services performed at the supplier's expense. In general, and without prejudice to application of the termination clause, UI THERM reserves the right to call into question, at any time, the supplier's liability, notably in case legal action is brought against it, in order to obtain compensation for any damage caused by a defect in the design, manufacture or operation of the supplies. The supplier guarantees peaceful possession of the thing sold, notably in the domain of intellectual property.

The Supplier also remains responsible for any missing or obtained documentation and information and for their interpretation. The Buyer's participation, if any, in the planning or design of the Products, information, data, hardware and/or software, in the processing of any documents, or in the Buyer's review or approval thereof, shall not relieve the Seller of its obligations to perform the Service and to deliver Products that comply fully with the terms of the Contract and meet the requirements of reliability.

12. Liability-Insurance

12.1 The Supplier shall be liable for any damage caused by its supply and/or in connection with execution of the order. It is solely responsible for its supply until receipt by UI THERM in accordance with Article 8 and during the guarantee period. It must handle any replacement or repair independently of any insurance. The supplier is also required to remedy any harm resulting from delay in execution, non-performance or improper execution of the order.

12.2 The supplier shall hold a general liability policy (operations & products) covering, notably, its liability after delivery and its professional civil liability. Its policy will cover all bodily injury, property damage and

consequential losses. The supplier agrees to justify, before any start of execution of the order, that such insurance has been obtained.

13. Durability of supplies

The supplier agrees, for a period of at least five (5) years after cessation of manufacture or withdrawal from the catalogue, to supply UI THERM, under reasonable conditions of price and delivery time, with the parts, components and other elements necessary for use of the supplies.

14. Termination

Should the Supplier fail to comply with any of its obligations, and if it is not remedied ten (10) days after UI THERM has sent formal notice by registered letter, UI THERM may terminate the order, by right, without prejudice to any damages it may claim. Likewise, UI THERM may, subject to mandatory laws applicable in the matter, automatically terminate the order in the event of bankruptcy, dissolution or seizure of the Supplier's assets. Execution or termination of the order does not terminate the obligations that survive due to their nature, including warranty, regulatory compliance, intellectual property and confidentiality.

15. Ethics and sustainable development

The supplier agrees to respect the commitments made by UI THERM in terms of ethics and sustainable development (including corporate and environmental responsibilities). More specifically, it agrees to respect and ensure that its main subcontractors and/or suppliers respect the following commitments: (i) to refrain from using child labour or any other form of forced or compulsory labour; (ii) to ensure that there is no form of discrimination within its company or towards its subcontractors and/or suppliers; (iii) to ensure that all its employees have working conditions that respect health and safety in the workplace; (iv) to respect the environment and reduce any negative impact that its company or its subcontractors may have on the environment; and (v) to refrain from engaging in any form of corruption.

16. Intellectual Property

UI THERM shall have a free right of use for all intellectual property rights relative to the supplies. All intellectual property rights for the deliverables executed for UI THERM in the context of an order (including, in particular, the right to reproduce and represent on any medium whatsoever and as many times as it wishes or to modify the deliverables) are exclusively transferred to it as and when they are executed, by right and without formality, for the legal duration of protection of the rights and throughout the world. The price agreed between the parties includes this transfer of rights. The supplier guarantees UI THERM against any action by third parties resulting from infringement of intellectual property rights relative to the deliverables or

supplies and must answer to UI THERM for any damage resulting therefrom, including the costs of legal assistance. In addition, the supplier agrees to adapt, at its own expense, deliverables or supplies that infringe the property rights of a third party or to replace them with similar or equivalent supplies. If this is not possible, UI THERM may cancel the order, without prejudice to any damages it may claim.

17. Confidentiality

Any information of any nature whatsoever, whether commercial or technical, disclosed between the Parties on the occasion of the order or in the course of its execution, shall remain the exclusive property of the Party having disclosed it. The Party receiving the information will only use it for the purposes of the order and will return it to the other Party after the order has been executed. The Party receiving the information agrees to keep such information strictly confidential for three (3) years after the date of the order, to provide it only to those employees who need to know it for execution of the order and who are required to treat it confidentially and not to communicate it under any circumstances to third parties without prior written consent from the disclosing Party.

18. Subcontracting

The supplier assumes sole responsibility for the proper execution of orders. The supplier may not entrust all or part of execution of the order to third parties without first obtaining written consent from UI THERM. The supplier who uses subcontractors does so at its own risk. Subcontracting in no way releases it from obligations that it may have these third parties perform. UI THERM may freely transfer all or part of its rights and obligations resulting from the order to an affiliated company.

19. Applicable Law

All orders, whatever their form, are governed by the provisions of French law.

20. Dispute Resolution

In case of difficulty in interpretation or execution of these general terms and conditions of purchase, the parties shall seek an amicable solution in good faith prior to initiating legal action. In case of failure of this process thirty (30) days after the start of discussions, said dispute would be definitively and exclusively decided by the competent courts and tribunals in the jurisdiction where the registered office of UI THERM is located.