



DIATEX GENERAL CONDITIONS OF PURCHASE

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The present general conditions of purchase apply to all orders placed by DIATEX with its suppliers and sub-contractors (hereafter known as "Supplier"), for the purchase of products, goods, commodities, transport or service provisions (hereafter known as "Products"). THE SUPPLIER EXPRESSLY RENOUNCES THE PRECEDENCE OF THEIR OWN GENERAL CONDITIONS OF SALE.

1- VALIDITY OF THE ORDER

The acceptance of DIATEX orders involves the total and unreserved acceptance of the present conditions of purchase. DIATEX orders with suppliers are validly placed by fax or e-mail compiled on the headed notepaper of the company.

2- PRICE

Unless otherwise stipulated, the prices indicated on the orders are firm and cannot be revised, and extend to products packaged and supplied free at the point of delivery, indicated on the order.

3- ACKNOWLEDGEMENT OF RECEIPT

The acknowledgement of receipt of the order must reach us within 48 hours; it gives rise, in any case, to the final acceptance of the specific and general conditions of our order. Under no circumstances, except by express derogation on our part, may the general conditions of our suppliers be enforceable. The lack of acknowledgement of receipt within 48 hours is deemed to be total and unreserved acceptance of our general conditions of purchase.

4- DELIVERY TIMES

The delivery time entered on the order is that of the acceptance of the products at the place of supply. This date is imperative. If, 48 hours after the delivery date indicated on the order, the supplier has not performed the delivery in accordance with the terms of the order, DIATEX has the option of either applying late charges or cancelling the order. Any delay will give rise to late charges calculated on the basis of 0.5 % of the amount of the order per late day within the limit of 15 % of the amount of the order excluding taxes. This penalty will automatically be deducted from the amount of the order. Supplies made early will only be accepted after written agreement from DIATEX, it being understood that the payment for the suppliers will only be made on the contractual due date. Notwithstanding the application of the penalties above or the resolution of the order, the supplier shall be entirely responsible for the supply in all respects and shall bear, to this end, any direct or indirect damaging consequences and shall indemnify DIATEX to this end.

5- CANCELLATION OF THE ORDER

Our orders are firm. Nevertheless, DIATEX reserves the right to cancel an order in the event that the supplier does not comply with one or more of the terms of the general conditions of purchase of the said order.

6- DELIVERY NOTES

All deliveries of goods despatched must be accompanied by a delivery note stating the number and date of our order, the DIATEX item references as well as those of the supplier and the quantities delivered. The note will have to accompany the goods and be situated on or in the packaging, in order to allow identification. In the event that our order would stipulate the goods directly for a third party, a copy of the delivery note will also have to be sent to our supply departments of St Genis Laval by fax (0478512638) or e-mail.

7- TRANSPORT AND ACCEPTANCE

Whether transports are carried out at the expense of the supplier or at our expense, this responsibility is only taken on acceptance by the recipient. Any acceptance operations undertaken on the supplier's premises are only provisional. Our signature on the bill of lading should not be considered as final acceptance.

The supplier is responsible for the packaging of goods and must allow the transportation, handling and storage without causing any damage whatsoever to the product supplied. Any limitations on use stipulated will also have to be adapted, as the case may be, to the specific conditions.

8- RISKS

The goods will always travel at the risk of the supplier, even if the price is compiled starting from the supplier's factory, or one of their own or their supplier's warehouses.

9- PRODUCT REQUIREMENT

Products supplied to DIATEX must be in accordance with the specifications and requirements of DIATEX. In the event of non-compliance, a request for derogation must be sent to DIATEX for advice before any supply.

For products eligible for REACH and any other directive or regulation, the supplier certifies that they are compliant therewith and must send with their order confirmation a declaration to this effect, by specifying that they verify that the suppliers are also compliant. The supplier must absolutely send the technical specifications with the safety data sheets.

If there is any modification to the product, the supplier specification or manufacturing process, the supplier must communicate to us as soon as possible any modifications made or changes of definition before they are applied and supplied to DIATEX.

10- GOODS NOT COMPLIANT WITH SPECIFICATIONS OR QUANTITIES

DIATEX reserves the right to return excess products or ones delivered early at the expense and risk of the supplier. DIATEX reserves the right to demand missing quantities in relation to those requested on the order. In the same way, DIATEX reserves the right to refuse any product which does not comply with the references or specifications requested on the order. Any product refused will have to be recovered by the supplier at their expense and risk. The supplier shall have to let their position known within a maximum deadline of 1 day from acceptance of the non-compliance form. DIATEX reserves the right to charge the supplier the direct and indirect expenses incurred on the non-compliance form.

11- QUALITY AND GUARANTEE

The goods supplied must be compliant with our specifications or, in the absence of such specifications, with the technical and qualitative standards in the profession of the supplier. The supplier has the responsibility to check and certify compliance of the supply with the conditions of the order. The intervention of the Quality Department does not release the supplier from this compliance obligation. Any faulty or non-compliant supply shall be replaced free of charge without delay. Goods that we have had cause to refuse shall remain on our premises at the risk of the supplier, until they are removed by them, their return transport being the responsibility and risk of the supplier. It is understood that full payment for the supply does not

Signature



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exclude the responsibility of the supplier, which shall persist completely and entirely until the end of the contractual guarantee period and in excess of the stipulation, particularly with regard to the guarantee of concealed faults controlled by Articles 1641 and following of the French Civil Code.

12- INSURANCE

The supplier must absolutely take out an insurance policy guaranteeing the consequences of its civil responsibility due to the fact of its activities and the products that it manufactures or which are entrusted for sub-contracting work.

13- RESPONSIBILITY

The supplier undertakes to perform the orders themselves unless otherwise agreed in writing with DIATEX.

The supplier assumes the complete and full responsibility for the manufacture and supply of products and particularly for their performance according to the state of the art, by complying with all the legislation in force. More particularly, it is expressly agreed that in case of non-performance or shortcoming by the supplier with one of their obligations, they will have to indemnify DIATEX for any detrimental effect on DIATEX resulting from the said shortcomings or non-performances. As a result, the supplier shall indemnify DIATEX for any damage incurred by DIATEX, particularly comprising the costs, expenses, indemnities and any other financial consequences incurred by DIATEX. It is specified that the supplier will be responsible for both direct damage and indirect damage incurred by DIATEX.

Unless otherwise specifically agreed, the customer is holder, with regard to any industrial properties rights as well as copyright, of any right to the items that are the object of the order.

Contravention of the rights stipulated above constitute a major moral and economic damage to DIATEX and at the same time a real risk for our customers. The supplier prohibits any act or negligence that may affect these rights without obtaining the agreement of DIATEX and shall inform them of any element that may have a bearing on their impairment and assist them in defending them.

14- WORK ON DIATEX PRODUCTS

In the event that DIATEX entrusts the supplier with work to be carried out on products manufactured or belonging to DIATEX, and without affecting the provisions to be taken with regard to the transport, the supplier must check, when unloading, the products despatched by DIATEX for such work. Checking must be done with regard to the state of the products, the references and the quantities. In the absence of the supplier complaint within a deadline of 2 days after acceptance of the products, the latter are considered as being in accordance with those mentioned on the delivery note compiled by DIATEX. The supplier is responsible for the said products, which remain the property of DIATEX. In the event of partial or complete deterioration, defect or non-restoration of the products entrusted by DIATEX, DIATEX reserves the right to bill for the said products at their production price without prejudice to any compensation.

The supplier must take any measures necessary so that the DIATEX products thus entrusted to them are clearly identified as belonging to DIATEX, particularly to avoid any action from the creditors of the supplier on these products. The return is the responsibility of the sub-contractor.

15- INVOICES

The invoices compiled in duplicate, that must mention our order number, must be sent to us within five days of supply. Any invoice that reaches us after the 15th of the month following the supply will be extended by a month without prior warning.

16- CONFIDENTIALITY

The supplier shall be aware of technical, economic and sales information put at their disposal by DIATEX under any type of media whatsoever, including verbally, to pursue and develop their commercial relations. This communication, regardless of the way in which it occurs, is done strictly with the aim of facilitating the task of the Supplier and to optimise the results.

The Supplier undertakes not to divulge and/or communicate to third parties the information sent, the state of progress of projects, the results obtained etc. without receiving the prior written authorisation of DIATEX and not to undertake any industrial or commercial usage of this information other than that strictly limited to the performance of orders. The Supplier shall do the utmost to obtain the same commitment from their staff and shall undertake everything so that it is fully respected. This commitment is valid to the extent that the information to which it relates does not come into the public domain for a duration of seven (7) years from the order.

17- ETHICAL RESPONSIBILITY

The Supplier undertakes, in the performance of the order, to comply with the commitments undertaken hereafter in an ethical way and with sustainable development (including social and environmental responsibilities), in other words: human rights and international working standards. They undertake not to employ children, not to use forced labour and not to practice discrimination in the area of employment. They must avoid any conflicts of interest and respect the environment. The Supplier undertakes not to make, offer or authorise illegal payments with the aim of gaining or holding onto the contract with DIATEX, whether directly or indirectly, for the benefit of government representatives, third party or employee of DIATEX.

18- PAYMENT TERMS

Unless otherwise clearly specified on the order note, the payment of invoices will be made by transfer at 60 days of the invoice date. Our payment dates are calculated from the invoice date. If supply is made in advance, we nevertheless reserve the right to pay invoices from the contractual delivery date specified on our order note.

19- JURISDICTION

In the event of dispute in the orders, Products and as to their payment, French law is the sole law applicable and the Commercial Court of Lyon is the sole competent court, to the exclusion of any other designated by the Supplier, unless otherwise stipulated in writing and accepted by both parties.