

## GENERAL TERMS OF PURCHASE

- 1- **Specific Terms:** The Supplier's General Terms of Sale are the cornerstone of commercial transactions under French law (Art. L.441-6 of the French Commercial Code). In the absence of Terms of Sale, these General Terms of Purchase are applicable as they stand unless previously agreed. The services and products purchased are hereinafter termed "Supplies".
- 2- **Purchase Order (PO):** The PO specifies the technical, commercial and administrative requirements the Supplier shall comply with. No change shall be applicable without a PO Change Notice. For purchases of catalog items, the characteristics shall be those specified in the product description in the Supplier's catalog or commercial documents.
- 3- **Acknowledgement of Receipt:** The acknowledgement of receipt shall be returned to 3D PLUS within two weeks of the date the PO was issued. At the very least it shall include the date at which the PO was registered in the ERP system, the delivery schedule and the information required under §22.5 below. Failing an acknowledgement within this time frame, the contract shall be deemed to be definitive with no possibility of any unilateral change. The PO acknowledgement shall only confirm the contract thus concluded and any contrary stipulation it may contain shall not be binding on 3D PLUS.
- 4- **Delivery:** All deliveries shall be made "Delivered Duty Paid" (DDP), to the address indicated on the PO; the transfer of risk shall be at the place of delivery. Deliveries shall be made on a day the plant concerned is open, and during its opening hours. Three copies of the delivery paperwork shall be raised for each shipment: one shall be sent to the address indicated on the PO the same day the shipment is made ("the same day" shall be understood to mean the day the shipment leaves the sender's facility), the other two will accompany the Supplies. In addition to all the references (see §2 and §3 above), it is mandatory that the Pack Sheet (PS) contain the full product identification and the quantities delivered.
- 5- **Packaging:** No silicone shall be used in the packaging for items intended to be incorporated in the 3D PLUS modules. All ESD-sensitive components shall be packaged appropriately. Any packaging instructions specific to the product shall be indicated on the PS. Invoices for packaging will only be accepted when provided for in the PO.
- 6- **Lead times:** The delivery lead times stated in our POs are of the essence, the delivery dates are the dates the goods shall arrive at their destination. 3D PLUS has the right to terminate any PO or part thereof, to reject or return goods or deduct penalties or reductions from the invoices in the event of non-compliance with a delivery date. 3D PLUS also reserves the right to visit the Supplier's facilities at any time to determine the PO status.
- 7- **Late Delivery:** The Supplier undertakes to notify 3D PLUS immediately of any event likely to result in a delay in relation to the PO delivery date. The Supplier undertakes to take all measures to reduce such delay at his expense. 3D PLUS may impose shipment by express delivery at the Supplier's expense.
- 8- **Early / Excess Delivery:** 3D PLUS reserves the right to return deliveries arriving more than 30 days before the scheduled date, and to reject excess quantities delivered without prior agreement, both at Supplier's expense.
- 9- **Rejection / Refusal:** Supplies which do not comply with the PO specifications shall be rejected/refused. They shall be returned "collect". In this case, either a Credit Note shall be issued or they shall be replaced.
- 10- **PO Cancellation or Reduction:** 3D PLUS reserves the right to cancel or reduce the PO should the Supplier refuse or be unable to fulfill his technical or commercial obligations as set forth in the PO. In the event of a cancellation, 3D PLUS may request the Supplier to provide, within five working days, a status report for the cancelled supplies; and reserves the right to verify on site. 3D PLUS may request that the Supplier store the cancelled items in his facilities and hold them at 3D PLUS disposal for a given period of time.
- 11- **Price:**
  - Unless otherwise specified in specific conditions, prices are firm, fixed. Where the PO provides for price revision, this shall be determined in relation to the contractual lead times and in accordance with pricing legislation and the regulatory provisions in force for the time frame covered by the PO.
  - Where the PO is issued under a government contract with provisional pricing, the price shall be that determined and accepted after the inquiry by the Official Authorities. For this purpose, the Supplier shall make a formal commitment to communicate to the accredited representative of these Authorities any document that the representative may require and to reimburse 3D PLUS any amounts overpaid.
  - The Supplier warrants that the price invoiced to 3D PLUS is no less favorable than the price granted to any other buyer for comparable or smaller quantities than the 3D PLUS POs.
- 12- **Invoicing:** Invoices shall be raised for each PO and addressed to the Accounts Department specified on the PO.
- 13- **Payment:** All requests for payment shall be made by means of an invoice, proforma or otherwise. Payment shall be subject to the compliance of the goods and invoices with the specifications and PO clauses and shall be by bank transfer. Unless previously agreed between the Supplier and 3D PLUS, settlement shall be **30 days on the 15<sup>th</sup>**.
- 14- **Transfer of Ownership:** Transfer of ownership for the goods shall be as per ordinary law. Any retention of title clause shall not be binding on 3D PLUS.
- 15- **Documents, Tooling and Equipment Loaned or Furnished:** Tooling manufactured by the Supplier on behalf and at the expense of 3D PLUS, in full or in part, and all documents, equipment and tooling furnished by 3D PLUS shall be used solely to fulfill our POs. Such equipment and tooling shall remain the property of 3D PLUS, or where applicable of the government and if they are not already marked, the Supplier shall identify them with indelible markings or a nameplate indicating their ownership. The Supplier undertakes to return them in good condition at the first request by 3D PLUS.
- 16- **Responsibility:** The Supplier shall have responsibility for storing, conserving and safekeeping the raw materials, equipment, tooling and documents provided or entrusted to him and shall, in particular, take out all the usual insurance policies to this end.
- 17- **Industrial Property Rights:** The Supplier warrants and holds 3D PLUS harmless with respect to any third-party claims relating to his supplies with respect to industrial property, production processes and resources. It shall be the Supplier's responsibility to contact all rightsholders to obtain the necessary authorizations and pay any royalties, dues and compensation should 3D PLUS be affected by loss of use of the supplies delivered, and he shall take appropriate steps immediately to resolve the situation. If the Supplier has not remedied the situation within one month of formal notice to do so, 3D PLUS reserves the right to suspend all or part of the payments for on-going POs until the substantial issue of the dispute is resolved or surety provided for an amount set by 3D PLUS.
- 18- **Advertising - Confidentiality:** The Supplier shall undertake not to exhibit items manufactured to 3D PLUS designs, models and technical specifications without prior authorization in writing from 3D PLUS. Our POs may not in any circumstance or in any form be the subject of direct or indirect publicity without prior authorization in writing from 3D PLUS. The Supplier shall undertake not to disclose or communicate to any third party any documents or equipment which 3D PLUS may have entrusted to him.
- 19- **Jurisdiction:** Any dispute shall be submitted to the exclusive jurisdiction of the Commercial Court in Versailles (or, should it not have jurisdiction, a competent court in Versailles), notwithstanding multiple defendants or the introduction of third parties.  
In the event of any difference in interpretation between the French and English texts, the French text shall take precedence.
- 20- **Applicable Law:** The applicable law is French law.
- 21- **Quality Requirements Applicable to Suppliers (see Procedure 3DPA-0840)**
- 22- **CSR Commitments**

Conscious of the stakes for the environment and attentive to the role we must play in our ecosystem, 3D PLUS has set up a Corporate Social Responsibility (CSR) initiative to meet the sustainable development stakes for our activity and for our Customers involving all our and our partners' staff.  
For 3D PLUS, the main aspects of the initiative are as follows:

  - Compliance with the applicable regulations,
  - Our Customers' needs and requirements, our professionalism and ethical practices,
  - Continuous improvement in working conditions and reduction of professional hazards,
  - Protecting the environment by reducing our environmental impact
  - Our involvement with our partners and service providers,
  - Our contribution to creating new jobs and local development.

Adherence to 3D PLUS' CSR initiative and compliance with the provisions below are of the essence for our Suppliers.
- 22.1- **Compliance with the Laws**

The Supplier shall comply with and warrants that his services and products ("Supplies") comply with the laws and regulations applicable in the European Union (except for § 22.2, where the American Dodd-Frank Wall Street Reform and Consumer Protection Act is also applicable) with respect to:

  - The environment, health, safety, packaging and labelling,
  - The control, restriction, prohibition, recovery and disposal of dangerous chemical waste, substances and equipment,

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- Transport,
- Customs and export controls,
- Labor, the use of data and corruption.

Compliance with these provisions is of the essence for our Suppliers. 3D PLUS reserves the right to carry out any verifications deemed necessary, including audits, to establish the Supplier's compliance with these provisions.

## 22.2- Prevention of Risks Related to Importing Minerals and Metals from Conflict or High-risk Areas

As part of the 3D PLUS supply chain, the Supplier, shall comply with all the obligations laid down in the American Dodd-Frank Wall Street Reform, in particular Section 1502 and Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 applicable from 1st January 2021 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas, including the five steps of the Organisation for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. The supplier shall implement all measures necessary to prevent the importation of the ores and metals listed above originating from countries classified as conflict or high-risk areas.

Compliance with these provisions is of the essence for Suppliers. 3D PLUS reserves the right to carry out any verifications deemed necessary, including audits, to establish the Supplier's compliance with these provisions.

## 22.3- Ethics and Compliance

The Supplier warrants that no member of his staff, director, employee, representative or any person involved in commercial relations with 3D PLUS has been or is currently under investigation for corruption (including conflicts of interest, special payment facilities, bribes) aimed at obtaining an advantage, laundering money, or for any behavior which would violate the anti-corruption rules in his company or the applicable laws and regulations. The terms "laws and regulations" shall be understood to mean any law, decree, regulation, order, judgment or decision by a governmental or court authority on ethics and anti-corruption including (i) the international rules in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed under the auspices of the OECD on 17 December 1997 ("the Convention"), the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act of 2010 and in general any anti-corruption legislation including the French Sapin II law, (ii) the laws on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including Regulation 2016/679, and (iii) the laws and regulations on export controls.

The Supplier acknowledges that he is familiar with and adheres to 3D PLUS' in-house policy in matters of ethics and compliance as laid down in its Charter: ([www.3d-plus.com/environmental-information/#documents](http://www.3d-plus.com/environmental-information/#documents))

Compliance with these provisions is of the essence for Suppliers. 3D PLUS reserves the right to carry out any verifications deemed necessary, including audits, to establish the Supplier's compliance with these provisions.

## 22.4- Protection of Personal Data

The Supplier shall comply with the applicable legal and regulatory provisions on the protection of personal data, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the provisions of the Law No. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties and all regulations made pursuant or complementary to them.

In the performance of the POs, the Supplier may need to collect and process personal data from 3D PLUS. The Supplier may also need to collect and/or process personal data from 3D PLUS customers, as a subcontractor in the meaning of Regulation (EU) 2016/679.

In this case, the Supplier shall keep confidential the personal data received or to which he has access in the framework of his relations with 3D PLUS and shall not disclose or communicate them to any third party. The Supplier shall take all necessary precautions to safeguard this personal data and, in particular, to prevent them from being altered, damaged or communicated to unauthorized persons. At all events, no personal data received or accessed by the Supplier in the framework of producing the Supplies shall be transferred to any third party, either within the European Union or outside it, without prior written authorization from 3D PLUS.

## 22.5- Compliance with the Provisions on the Protection of the Environment

The Supplier shall ensure that the Supplies comply with the French and European legislation and regulations in matters of health, safety and the environment.

The Supplier shall notify 3D PLUS at the earliest of any noncompliance with the regulations mentioned above and provide justification for it. Any specific recommendations/instructions for the products concerned shall be provided to 3D PLUS to ensure that the Supplies are used safely.

The Supplier shall notify 3D PLUS of the use of any hazardous substances, shall justify their use and alert 3D PLUS about any Supplies which could have an impact on the environment. Specific recommendations and instructions related to the use of any hazardous substances shall be provided to 3D PLUS.

The Supplier shall assume responsibility for any contractual consequences, whether date-related, financial or technical, resulting from the application of Regulation EC No. 1907/2006 REACH. In fulfilling the POs, the Supplier undertakes not to use, manufacture or import any chemical substance subject to authorization or requiring an exemption under the above-mentioned regulation. Pursuant to Article 33 of the REACH Regulation, the Supplier shall include with the Supplies a statement certifying that they do not contain any substance requiring authorization in concentrations above 0.1 % w/w, or where applicable, "provide sufficient information, available to the supplier, to allow safe use of the article [Supplies] and including, as a minimum, the name of that substance".

In fulfilling the POs, the Supplier shall comply with the requirements for using sources of ionizing radiation falling within the scope of Articles L1333-1 *et seq.* and R1333-1 *et seq.* of the French Code of Public Health Laws. The term "sources of ionizing radiation" is understood to mean any radioactive source whether sealed or otherwise which contains radionuclides whether artificial or natural processed for their radioactive properties and whatever their activity level, and any source of ionizing radiation of electrical origin.

The Supplier shall implement an organization, methods and resources based on an environmental management system enabling him to take account of articles likely to have an impact on the environment.

When the Supplies are to be produced in a location where specific environmental measures apply, in particular in places classified as environmentally sensitive sites or protected areas pursuant to legislative and regulatory provisions, the Supplier shall comply with these specific requirements.

Compliance with these provisions is of the essence for Suppliers. 3D PLUS reserves the right to carry out any verifications deemed necessary, including audits, to establish the Supplier's compliance with these provisions.

## 22.6- Commitment to Continual CSR Improvement

The Supplier shall improve his social and environmental initiative by obtaining ISO 26000 labels or equivalent, or by implementing an action plan to identify and implement desirable changes in matters of environmental protection, respect for human rights, and working conditions for his activity.

Consequently, during audits, the Supplier and 3D PLUS will verify the Supplier's CSR provisions and exchange good practices in these fields enabling all parties to take advantage of the best solutions.

22.7- The Supplier is encouraged to set up his own CSR policy and to flow the principles down to his own suppliers and subcontractors. The Supplier shall implement the necessary resources to comply with the requirements and commitments laid down in this Article 22 and also undertakes to flow down the contents to his own suppliers and subcontractors. In particular, the Supplier shall implement a program to ensure compliance with the legislation and with 3D PLUS CSR policy.