

GENERAL CONDITIONS OF PURCHASE OF BERTIN GMBH

ARTICLE 1 – DEFINITIONS / GENERAL

"Bertin" shall mean Bertin Technologies, its affiliates and subsidiaries as defined in Article L 233 of Commercial Code. "Order" shall mean any agreement or legal relationship between Bertin and the Supplier which concerns the supply and/or delivery of Supply.

"Supply" shall mean equipment, documents, computer software, and all other goods and services that are the result of supply and/or delivery of products and/or services from Supplier to Bertin or are otherwise the result of the execution of the Order.

"Supplier" shall mean the party from whom Bertin has requested an offer or to whom Bertin has given an Order or with whom Bertin has otherwise entered into a relationship (Bertin as client).

These general conditions of purchase shall apply to any request for proposal, offer and Order placed by Bertin to the Supplier which concern the supply and /or delivery of products and/or services to Bertin.

ARTICLE 2 – ORDERS

The Order comes into force once Bertin has received an acknowledgement of receipt sent by the Supplier without reserves. Any reserves set out by the Supplier stated on the acknowledgement of receipt shall be opposable only after the Bertin's express agreement. Should the Supplier fail to return the aforementioned acknowledgement of receipt within eight (8) days following receipt of the Order, the terms of the Order shall be considered as fully accepted. Once the Supply has been initiated by the Supplier, it shall be considered as an acceptance of the Order, irrespective of the terms stated on a subsequently sent acknowledgement of receipt. By accepting the Order - implicitly or explicitly - the Supplier acknowledges that he has received all the elements enabling him to carry out the Supply and it shall be his responsibility to request any further information he may consider necessary from Bertin. The Order comprises of the following, in order of precedence (to the exclusion of any other documents such as previous agreements and exchanges not listed in the Order, terms mentioned in the invoices,... the purchase order and these general conditions of purchase. At any time during the Order, Bertin is allowed to send a written request for modification of the Supply by the Supplier. Within fifteen (15) days of receipt of such a request, the Supplier shall send to Bertin a technical offer together with a quotation consistent with the market prices. Moreover, the Supplier shall indicate the repercussions of such a modification on the deadline. Bertin may refuse or accept wholly or partially such proposal. The acceptance shall be in a written form. Should Bertin refuse the Supplier's proposal (wholly or partially), Bertin shall be entitled either to ask Supplier to carry out the Order as

initially stated or to terminate the Order in compliance with article 13.2 hereafter. In case of absence of transmission of the documents set forth in articles 12 and 15 shall lead to the cancellation of the Order without indemnity to Supplier.

ARTICLE 3 – LEAD TIMES

Time is of the essence. The lead time(s) stipulated in the Order are obligatory and constitute an essential part of it. In the event of delays from the Supplier in respect of one of the lead times, Bertin shall have the right to claim, without any prior warning, liquidated damages from Supplier. Such liquidated damages shall amount to 0.3% of the total value of the Order (excluding VAT) for each calendar day of delay. These liquidated damages are without prejudice to the right of Bertin to claim any further or actual damages and the performance of the Supplier's obligations as well as the reimbursement of the costs (notably by offsetting) incurred by Bertin as a consequence of such delay. The Supplier undertakes to inform the Bertin as soon as possible of any foreseeable or current delay. Advance deliveries shall only take place with Bertin's agreement, on the understanding that they do not alter in any way the payment date specified in the Order. Bertin is entitled to suspend execution of the Order at no cost for Bertin.

ARTICLE 4 – DELIVERY

Delivery shall occur at the location set and on the date specified in the Order within opening hours of Bertin's premises. Products shall be packed sufficiently and protected in such a way that no damages can arise during transportation. All costs relating to transport, packaging, handling, care and insurance shall be for the Supplier. The various parts of a unit shall be carefully identified in order to avoid any errors during assembly. Unless otherwise stated in the order, all package shall be non-returnable. Returnable package shall be clearly marked and noted on the delivery note. Return of the package shall be at Supplier's cost. Two delivery notes shall be sent for each delivery: one by post on the day of transport and the other with the goods. Both delivery notes shall mention the Order number, date, method of transport, departure and arrival locations, weight and details of the goods. The Order number and delivery note number shall be specified on each parcel. Risks related to the Supply shall pass to Bertin upon delivery in Bertin's premises or any other place designated by Bertin in the Order. Ownership to the Supply shall pass to Bertin as set in article 1583 of the French civil code.

ARTICLE 5 – CONFORMITY – REFUSAL

The Supplier undertakes to honour the Order with good faith in accordance with its specifications and conditions, by respecting any standards, regulations and codes of practice applicable. Bertin reserves the right to check or have checked progress and conformity of the Order at the Supplier's or its subcontractor's premises and to ensure that any standards or regulations applicable to the Order are properly adhered to. Such checks do not relieve the Supplier of his obligations under any circumstances. Bertin reserves the right to refuse - in whole or in part - any delivery of non-conforming Supply, without prejudice of any damages and penalties which may apply. The return of a non-conforming Supply shall be carried out at the Supplier's expense and at the Supplier's risk. Any refused Supply shall be regarded as undelivered. Should Bertin observe non-conformity, the Supplier undertakes to issue a report detailing the causes of the non-conformity as well as the planned corrective action and to deliver a conforming Supply to Bertin within the lead-time by Bertin. Failing that, and without prejudice to any other right, Bertin shall be entitled to make or have made the Supply at Supplier's costs and risks.

ARTICLE 6 – ADVICE / GUARANTEE

The Supplier certifies to possess all means necessary (materials, equipment, intellectual property rights, agreement and authorizations...) and all competence necessary for the Order to be properly carried out. Thus, the Supplier must check that the Supply meets to Bertin's requirements, advise him as best as possible in this regard and request further information from Bertin if necessary. The Supplier represents and warrants that the Supply (i) complies with all the requirements stated in the Order as well as any applicable regulation and standard and (ii) is fit for Bertin's purpose. Unless otherwise stated in the Order, Supplier furthermore warrants that for a period of twenty four (24) months after acceptance by Bertin of the Supply compliant to the Order, the Supply shall be free from faults and defects in design, material, workmanship and any other faults and defects. In the event of repair or adaptation of the Supply, the guarantee period shall be automatically extended for a period equivalent to that

ARTICLE 8 – PRICES

Prices are firm and fixed. Prices are exclusive of VAT and inclusive of all costs incurred by the Supplier to meet his obligations, notably any and all taxes, levies or duties applicable, packaging and transport costs. Prices include all elements, components, services and documents necessary for Bertin to enable him to use the Supply in conformity to his requirements. Transfer of title shall occur upon delivery of the Supply which shall be free of any lien.

ARTICLE 9 – INVOICING / PAYMENT

All invoices must be provided in duplicate, in accordance with the terms of payment specified in the Order and sent to the address shown on the purchase order. The purchase order number must be stated, along with a full description of the Supply, the number of articles, the serial number and the dates and references of the delivery note. Payments shall be made within forty five (45) days end of month, on condition that (i) invoice contains all the information required above and (ii) Supply has been carried out in accordance with the Order. Should only part of the Supply conform to the Order, Bertin may make a payment for the corresponding part of the Supply. Bertin reserves the right to offset any monies owed to him by the Supplier against the Supplier's invoices.

ARTICLE 10 – INTELLECTUAL PROPERTY

Bertin and the Supplier shall remain the owners of all intellectual property rights of ownership acquired before the Order, or developed independently of the Order. The intellectual property rights arising from the Order shall vest in Bertin and title hereto shall be assigned and transferred to Bertin, including all software and related source code. The Supplier thus waives these rights and undertakes to take all necessary actions and provide all necessary support to assign and transfer such rights to Bertin. In particular the Supplier shall transfer exclusively to Bertin at no cost all patents, patentable ideas, trademarks, sui generis rights, design and models and copyrights including for the latter, the right to reproduce, represent, distribute, translate, adapt on any format and supports on all territories for any exploitation and uses for the entire legal protection duration of those rights. The Supplier represents and warrants that it has the right to assign and transfer such rights to Bertin. The Supplier shall indemnify and hold harmless against all actions or claims of infringement of intellectual property rights. Furthermore, in the event of proceedings brought about by a third party being justified, the Supplier agrees, on Bertin's own choice, either to do the necessary to rectify the situation by obtaining the missing intellectual property rights, or modify or replace the Supply so that infringement ends. Such modification or replacement shall never result in decrease or reduction of functionality or of fitness for the purpose of Bertin. Such obtaining the missing intellectual property rights, replacement or modifications shall be at no costs for Bertin.

ARTICLE 11 – CONFIDENTIALITY

Any information communicated of whatever nature by Bertin to the Supplier shall be considered confidential ("Confidential Information"). The Supplier warrants that it shall restrict access to the Confidential Information to those of its employees who need access to them for the purpose defined in the Order and that it shall use Confidential Information solely for the Order's requirements. Confidential Information shall not be disclosed to third parties without the express prior agreement of Bertin. Moreover, the Supplier agrees to take any measures necessary to prevent the disclosure of Confidential Information. Confidential Information remains Bertin's sole property and their transmission to the Supplier shall not in any way be construed as conferring upon the Supplier any intellectual property rights or other on their use.

ARTICLE 12 – RESPONSIBILITY / INSURANCE

The Supplier shall be solely responsible to Bertin and third parties for the consequences of the actions of his employees, subcontractors and carrying out of the Order. The Supplier shall indemnify and hold Bertin harmless against any and all claims. The Supplier must hold any insurance policies required to carry out the Order. These insurance policies, which shall be taken out with reputable solvent companies, shall be held as long as shall be required and for a sufficient amount; they shall include in particular an insurance covering the responsibilities based on the principles described in particular in article 1382 and subsequent articles of the French Civil Code. The Supplier shall submit the corresponding insurance certificates to Bertin with the receipt of acknowledgement of the Order. The Supplier is subject to a general obligation of result. Bertin's liability is excluded for any indirect, intangible damages, financial losses, loss of production, revenues, sales, opportunity and image and is limited for any other damages to the total amount (VAT excluded) of the Supply.

ARTICLE 13 – TERMINATION

13.1 Bertin may, without prejudice to any other rights and remedies, without any legal procedure, terminate the Order - in whole or in part - by registered letter with receipt of acknowledgement if the Supplier fails to fulfil its obligations and fails to cure the same within fifteen (15) days after receipt of a notice asking him to comply with its obligations. Such a termination will not affect in any way Bertin's right to apply penalties and seek compensation for his prejudice. The Supplier shall not be entitled to ask for any compensation of its prejudice. Furthermore, the Supplier shall leave the relevant resources (including intellectual property rights) required to carry out the Order at Bertin's disposal or any third party appointed by him.

13.2 Should Bertin's client terminate the agreement existing between Bertin and it or for any convenience reason, Bertin may terminate, subject only to a fifteen (15) days prior written notice to the Supplier - in whole or in part - an Order, without being liable for the payment of any damages or compensation whatsoever. Upon receipt of such a notice, the Supplier shall immediately cease the carrying out of the Order. The Supplier shall be paid for the part of the Supply effectively executed provided the Supplier provides Bertin with all written evidences.

ARTICLE 14 – ASSIGNMENT

The Supplier shall not be entitled to assign the Order or all or part of the rights and obligations which arise from the Order to a third party without the prior written approval of Bertin.

ARTICLE 15 – COMPLIANCE WITH LAW

The Supplier hereby undertakes to respect, throughout the duration of the Order, any applicable law, notably all tax provisions and the provisions of the French Code du Travail if applicable and, in particular, article L.8221-1. The Supplier shall submit to Bertin all corresponding declarations.

ARTICLE 16 – USE OF CHEMICAL SUBSTANCES – WASTE – HAZARDOUS MATERIALS

The Supplier hereby undertakes to respect, throughout the duration of the Order, the applicable regulations regarding waste and use of chemicals. Notably, the Supplier shall fulfil at its own expenses, all formalities and obligations imposed by the Regulation (EC) no 1907/2006 concerning the registration, evaluation, authorization and restrictions of chemicals (REACH). It shall also undertake to ensure that its own suppliers will comply with the Regulation. The Supplier shall provide Bertin with any useful information regarding such matter.

ARTICLE 17 – MISCELLANEOUS

Should any of the provisions of these general conditions of purchase be held invalid or null, said provision shall be considered as unwritten. The Order shall not, however, be regarded as

during which Bertin shall have been deprived of Supply. In the event of exchange of the Supply, the twelve months guarantee shall apply to such replacing Supply. Furthermore, the Supplier shall be held responsible for any hidden defects, in accordance with article 1641 and subsequent articles of the French Civil Code. In both cases, the guarantees offered by the Supplier are not limited in any way and Bertin reserves the right to ask for repair, exchange or adaptation of the Supply or for *ex tunc* termination of the Order, without prejudice of any damages which could be claimed by Bertin. In the event of Bertin choosing repair, exchange or adaptation of the Supply, the Supplier should proceed within Bertin's specified time scale. Failing this, Bertin reserves the right to carry out or have the Order carried out by a third party, at the responsibility and expense of the Supplier. All expenses arising from repair, adaptation or replacement of the Supply (parts, labour, transport, carrying out of the Order by a third party, etc.) and *ex tunc* termination of the Order shall be borne by the Supplier. Acceptance of the Supply by Bertin does not relieve the Supplier of his obligations in any way and shall not be deemed as a waiver of his rights by Bertin, nor engage his responsibility in any way.

ARTICLE 7 – TOOLS and MODELS

Tools and models specifically designed or built by the Supplier for the Order shall be used solely for the purposes of the Order. They should not, under any circumstances, be used, reproduced or communicated by the Supplier for his benefit or the benefit of any third party without Bertin's express prior agreement. Bertin shall become the owner of these tools and models as their manufacturing proceeds. The Supplier shall remain responsible for their care and maintenance and undertakes to maintain them in good condition and to ensure that it is visible that they are Bertin's property. Furthermore, the Supplier undertakes to dispatch them to Bertin immediately upon request.

cancelled and the validity of the other provisions shall remain in force and binding between the Parties. Should Bertin not request the application of any provision of the Order or agree to its non-execution, either permanently or temporarily, this shall not waive his rights concerning the aforementioned provision. The headings of the articles in this document are for convenience only. Therefore, should any difficulty in interpretation between any of the headings of these clauses and the contents therein occur, the heading shall be declared non-existent. Articles 6, 7, 10, 11, 12, 16 and 17 shall also apply after the term or termination of the Order. Any notice sent by letter with acknowledgement of receipt shall be regarded as known by its addressee upon the first layout.

ARTICLE 18 - APPLICABLE LAW / JURISDICTION

The Order will be governed by and construed exclusively in accordance with the laws of France. Application of the Vienna convention on the international sale of merchandise is excluded. Any dispute arising out or in connection with an Order which cannot be settled amicably will be submitted to the competent court of the Court of Appeal of Paris which shall have exclusive jurisdiction.

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