



## Terms and conditions of purchase

Page 1 of 5

Edition 4

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FORM-TRANS-67

These General Conditions of Purchase (GCP) define the terms and conditions for placing and executing orders for supplies and services intended for CAVOK, its establishments and its subsidiaries.

### ARTICLE 1: DEFINITIONS AND CONTRACTUAL DOCUMENTS

**CAVOK:** CAVOK SARL, a limited liability company with its registered office at 75, route de Lapalisse, 03120 Périgny, registered in the Cusset Trade and Companies Register under number B 412 114 100.

**Order:** paper or electronic document by which CAVOK orders the supply(s) and/or service(s) from the Supplier.

**Contract:** sales contract by which the Supplier undertakes to sell the supply(s) and service(s) to CAVOK.

**Supplier:** any natural or legal person, public or private, acting for purposes within the scope of its commercial, industrial, craft, liberal or agricultural activity, including when it is acting in the name of or on behalf of another professional and which is the recipient of the Order in respect of the Supplies and services it provides.

**Supplies:** products, raw materials, packaging, software and all other goods and ancillary services ordered by CAVOK from the Supplier in connection with the Order.

**Confidential Information:** all information, in whatever form (written, oral, computerised or other), including but not limited to technical, commercial, methodological and know-how information, that each Party may obtain directly or indirectly from the other Party for the purposes of or in the course of the execution of the Order and its preparation, whether or not such information is marked as confidential, including the existence and content of the Supplies;

**Parties:** CAVOK and the Supplier.

**Location:** CAVOK's premises or the premises of a third party beneficiary of the supplies mentioned in the Order.

**Acknowledgement of receipt:** proof that the Supplier has taken the Order into account, with notification of the delivery deadline.

By accepting any order from CAVOK, the Supplier accepts these General Conditions of Purchase without reservation. The Supplier waives the right to have recourse to any document (invoice or other Supplier document) contradicting one of the clauses of these GCP.

Each Order must be prepared via a written Purchase Order in paper or electronic format. Under no circumstances may the Supplier rely on a tacit agreement by CAVOK.

### ARTICLE 2: ACKNOWLEDGEMENT OF RECEIPT

An Order shall not become final until CAVOK has received an Acknowledgement of Receipt from the Supplier.

The Acknowledgement of Receipt shall be sent by any written means within a maximum of eight working days from the date of dispatch of the Order, without any modification or erasure, dated, signed and bearing the Supplier's commercial stamp.

As long as the Supplier has not acknowledged receipt of the Order CAVOK shall be entitled to modify or cancel it. In the event that the Order is modified within the aforementioned period, CAVOK shall be informed as soon as possible of any price or schedule changes resulting from the requested modifications. The modified Order may only be accepted under the terms relating to price and time previously agreed to by CAVOK.

The Order accepted by the Supplier constitutes a firm and definitive commitment on its part and implies its adherence to these General Terms and Conditions of Purchase unless they are subject to written reservations formally approved by CAVOK.

### ARTICLE 3: PRICES

Unless otherwise agreed, the price of the Order is always firm and final. In order to be accepted by CAVOK, any packaging instructions or services must be indicated on the Supplier's Acknowledgement of Receipt. No additional costs, expenses or charges of any kind shall be applied unless expressly agreed between the Parties.

Orders do not give rise to any systematic advance payment (neither to payments on account or deposits), unless expressly stipulated in the Order or agreed between the Parties.

### ARTICLE 4: DELIVERY TERMS

#### 4.1 Deadlines

The delivery date is binding and applies to all Supplies shipped to the delivery location indicated on the Order.

The Supplier shall immediately inform CAVOK in writing of any delay occurring during the performance of the Order for any reason whatsoever, specifying its likely duration and its consequences on delivery times.

The obligation to deliver the Supplies within the period specified in the Order or, failing that, in the Acknowledgement of Receipt is an obligation of result.

As the delivery time is an essential and determining condition of CAVOK's consent, the Supplier shall be fully liable for any delay in delivery and shall bear all direct or indirect consequences thereof, without prejudice to CAVOK's right to cancel the order in question, without such cancellation having been ordered by a court of law.

CAVOK reserves the right to engage another supplier for the Supplies concerned if the delivery deadline overruns by more than one month. In the latter case, the additional cost, as well as the expenses incurred by this new purchase, will be borne by the defaulting Supplier.

In the event of delay in meeting any of the contractual deadlines set out in the Order, CAVOK shall be entitled to charge penalties equal to 1% (one percent) per working day of delay of the price excluding VAT of the batch of supplies in delay. Penalties are cumulative and shall not constitute discharge.

These sums are due without notice of default being required and will be paid in the form of a credit note.

**4.2 Packaging**

Any specific packaging instructions must be indicated on the Order Acknowledgement in order to be accepted by CAVOK. Invoicing for packaging will only be accepted if expressly provided for in the Order.

**4.3 Transport**

In the absence of any indication to the contrary in the Order or of any agreement between the parties, shipments shall be made carriage paid to the location designated in the Order form.

The Supplies ordered are transported at the Supplier's expense and under its responsibility (except in exceptional cases with a written request from CAVOK). It chooses their carrier, takes out the necessary insurance policies at its own expense and provides effective and appropriate packing and packaging to ensure the quality of the Supplies ordered is fully safeguarded, whatever the chosen mode of transport.

The transfer of risks takes place at the time of delivery, i.e. unloading of the Supplies at the Supplier's expense, at the site designated in the Order.

All shipments must be accompanied by a delivery note specifying: Order number, shipping method, the destination site, a description of the goods shipped and their weight as well as the quantity in for each supply order units.

**4.4. Reception of goods**

Delivery implies acceptance of goods by CAVOK and the obligation to pay the amounts due to the Supplier.

This handover of goods entails transfer of ownership.

Handovers may be approved with or without qualification.

A quality and quantity check is then carried out to verify that the Supplies comply with the Order. This inspection does not release the Supplier from liability for defective products or non-conformities.

Any non-conformity may be notified in writing by CAVOK within eight working days from the date of delivery of the Supplies.

The Supplier shall take all necessary steps to resolve the failure or defect described in the non-conformity within eight working days from the date of notification of the non-conformity

In the event of minor non-conformity(ies), and subject to notification by CAVOK within eight working days of delivery of the Supplies, CAVOK may choose between remedying the non-conformity(ies) requiring the Supplier to deliver fully conforming Supplies within eight working days of notification by CAVOK or accepting the Supplies as is subject to a price reduction proportional to the extent of the imperfections noted.

The Supplier also undertakes to confirm to CAVOK in writing what has been done to remedy the failures or defects described in the non-conformity note.

Should delivery of Supplies be denied on the grounds of one or more non-conformities rendering such Supplies totally or partially unfit for their intended use, the Supplier shall, at its own expense, remove the rejected Supplies within 15 working days of notification of the rejection decision, during CAVOK store opening hours.

If CAVOK rejects the Supplies, giving reasons, within eight days of the date of delivery of the Supplies, CAVOK may choose:

- Replacement of Supplies with Compliant Supplies at the expense and risk of the Supplier without compensation
- Reimbursement of the cost of the Supplies concerned
- Supply of goods by a third party at the Supplier's expense and risk
- Where the Supplies are not delivered in conformity with the order resulting in the rejection of such Supplies, compensation for damages may also be payable as provided for in Article 6 of these GCP

In addition, CAVOK reserves the right to request from the Supplier a corrective action plan for any non-conformities detected.

**ARTICLE 5: INVOICING AND PAYMENT**

All invoices issued in paper format shall be issued in duplicate for each Order. CAVOK will also accept dematerialised invoices.

Unless otherwise stipulated, invoices are paid by bank transfer within 30 days of the end of the month on the invoice date.

Should penalties be applied by the Supplier for late payment, these may not exceed three times the legal interest rate. These penalties will have a compensatory nature and will be exclusive of any other compensation.

**ARTICLE 6: QUALITY ASSURANCE**

The Supplier shall be liable for any damage caused by its Supply and/or during the performance of the Order. The Supplier shall be solely responsible for its Supply until delivery is accepted by CAVOK. The Supplier shall carry out any replacement or repair work independently of any insurance. The Supplier shall also be liable for any damage resulting from the delay, non-performance or improper performance of the Order.

The Supplier shall maintain a general liability insurance policy covering operations and products, in particular for its liability after delivery and its professional civil liability. Its policy will cover all bodily injury, property damage and consequential loss.

The Supplier undertakes, at CAVOK's request, to provide proof of its insurance coverage. It also undertakes, at CAVOK's request, to provide CAVOK with all information enabling CAVOK to identify the origin, place and date of manufacture of the goods or of the components of such goods, the quality controls performed, and the serial or batch numbers.

**ARTICLE 7: RESPONSIBILITIES OF THE SUPPLIER**

The Supplier assumes sole responsibility for the proper performance of the Orders and undertakes to comply in full with any obligations stipulated in the specifications of the product(s) or packaging(s) covered by the Order.



## Terms and conditions of purchase

Page 3 of 5

Edition 4

14/03/2025

FORM-TRANS-67

Any Supplier who uses subcontractors for all or part of the Order does so under its sole responsibility, but must inform CAVOK in writing and receive CAVOK's written approval of each of them.

Subcontracting by the Supplier shall in no way relieve it of the obligation to comply with its obligations under the Order and, in particular, to ensure compliance with these GCP.

Similarly, it may not modify its manufacturing process and/or production site without the prior approval of CAVOK.

The Supplier guarantees that the products or packaging delivered are free from any defect or contamination of any kind whatsoever. This in no way excludes liability for defective products, which remain the responsibility of the Supplier (Articles 1641 et seq. of the French Civil Code). The Supplier undertakes to comply with the legal and regulatory obligations in force concerning the packaging and labelling of materials or packaging delivered under the Order. It shall inform CAVOK of any special storage conditions required for their proper preservation. It undertakes to supply products and packaging that comply with applicable regulations, in particular European ROHS Directive (No. 2002/95/EC) and the European REACH Regulation (No. 1907/2006).

### ARTICLE 8: WARRANTY

The Supplier guarantees that the Supplies comply with the description, specifications or samples mentioned in the contractual documents before acceptance for a period of two years from acceptance of the Supplies.

The conformity of the Supplies delivered also covers the quantities requested, as well as compliance with origin of the product requirements set out in the specifications and/or the Order, which may therefore be subject to qualifications and result in applying the above stipulations.

Notwithstanding any special conditions specified in the Order, the Supplier undertakes, as part of the warranty it grants on its Supply and in the event of failure or defect thereof, to provide for its replacement or to render it fit for the purpose for which it is intended at no cost to CAVOK, and with the prior written consent of the latter. The Supplier undertakes to confirm to CAVOK in writing what has been done to remedy any failure or defect.

Failing replacement or repair within 15 working days of CAVOK's request, CAVOK may substitute itself for the Supplier by having the necessary operations carried out by a third party of its choice. In all cases, the Supplier shall bear all costs of replacement or repair, including travel, labour, removal and transport. CAVOK reserves the right to cancel or reduce the order in the event that the Supplier or subcontractor refuses or is unable to fulfil its technical or commercial obligations in accordance with the terms of said order.

### ARTICLE 9: FORCE MAJEURE

The Parties shall not be held liable or in breach of their contractual obligations where the failure to perform their respective obligations is due to force majeure as defined in Article 1218 of the French Civil Code; performance of the Order between the Parties shall be suspended until the causes giving rise to the force majeure have ceased to exist.

The Party affected by the force majeure shall notify the other within five working days of the date on which it became aware of the force majeure. The two Parties will then agree on the conditions under which performance of the Order will continue.

If the force majeure event persists for more than three months, the Order may be cancelled.

### ARTICLE 10: INDUSTRIAL AND INTELLECTUAL PROPERTY

With regard to patents or licences, the rights to which the raw materials and packaging used may give rise shall be borne exclusively by the Supplier.

The Supplier guarantees that the use of the supplies in the order does not infringe the rights of third parties and that no dispute is pending concerning the use thereof.

The Supplier shall indemnify CAVOK against any action by third parties resulting from infringements of industrial or intellectual property rights relating to the Supplies and shall be liable to CAVOK for any damages resulting therefrom, including the costs of legal assistance. In addition, the Supplier undertakes, at its own expense, to modify goods that infringe the property rights of a third party or to replace them with similar or equivalent goods. In the event that this is not possible, CAVOK may terminate the order without prejudice to any damages to which it may be entitled.

The Supplier grants CAVOK a non-exclusive licence to exploit the intellectual property rights relating to the Supplies (the "Results"). Compensation for the granting of the aforementioned rights is included in the amount of the Contract. This licence is granted throughout the entire world and for the legal duration of the protection of the intellectual property rights concerned.

The licence includes the right to use, reproduce, represent, modify, translate, adapt and communicate the results covered by the licence on all present or future media and methods. CAVOK may grant the rights it has obtained under the same terms.

### ARTICLE 11: CONFIDENTIALITY

The Parties undertake to use the Confidential Information solely for the purpose of fulfilling their obligations under the Order, to take all necessary measures to guarantee the confidentiality of the Confidential Information and, unless expressly authorised, not to provide any Confidential Information to Third Parties without the prior written consent of the Party having communicated and/or being the original owner of such Confidential Information. The Supplier undertakes to ensure that its staff and any sub-contractors comply with the same undertaking. The confidentiality obligations provided for in this Article shall not apply to either of the Parties if the Confidential Information has fallen into the public domain through no fault of its own, if it was aware of the Confidential Information before it was communicated to it by the other Party, or if it received it from a Third Party who is not subject to a non-

disclosure obligation. The confidentiality obligations provided for in this Article shall remain in force for five (5) years after the Order has been filled.

**ARTICLE 12: TRANSFER OF OWNERSHIP**

Unless otherwise stipulated in the specific terms and conditions of an Order, the transfer of ownership and risks relating to the supplies delivered shall take place upon delivery when such has been recognised as satisfactory and complete by CAVOK.

If the Supplies are not accepted as conforming at the time of delivery, acceptance shall take place after delivery when the Supplies are declared as conforming and shall entail transfer of ownership with this express acceptance by CAVOK as specified in article 4.4 of these GTC.

CAVOK rejects any retention of title clause that it has not expressly accepted in advance in writing.

**ARTICLE 13: APPLICABLE LAW - JURISDICTION**

Any disputes relating to the performance or interpretation of orders shall be referred to the Commercial Court of Cusset (03). These general terms and conditions of purchase and the orders under which they are placed are governed by French law.

**ARTICLE 14: ENVIRONMENTAL PROTECTION**

The supplier shall comply with the laws and regulations relating to the protection of the environment and the health and safety of persons. The supplier must be able to provide proof of such compliance at CAVOK's request during the execution of the order. The Customer shall indemnify CAVOK against any loss of image resulting from a breach of laws and regulations relating to the protection of the environment, the health and safety of persons, and the preservation of the neighbourhood that may be attributable to it, as well as from any attitude, behaviour or action that it may adopt.

In the event that an Asset is causing pollution, or in the event that said Asset contains components that are subject to specific regulations (e.g. RoHS, REACH, Conflict Minerals, etc.), the Supplier shall specify to CAVOK the presence of these components, the measures to be adopted for the use of the Asset and for its possible destruction (or that of the residues) after use, in compliance with the regulations applicable on the date of receipt. Compliance with this clause constitutes an essential and determining condition of the Order. Any consequences of non-compliance with the Reach Regulation shall be borne by the supplier. In the event of cessation of marketing of the Supplies covered by the Order that may be imposed by the REACH Regulations, the Seller shall notify the Buyer in writing of the date of cessation of marketing with a minimum notice period of six (6) months, unless a longer notice period is indicated in the Contract.

The supplier undertakes to minimise its negative environmental impact and to implement measures that contribute to sustainable development and to the preservation of the climate and the environment, both for its products and for its management system. In particular, it strives to reduce greenhouse gas emissions, maintain the biodiversity of ecosystems and prevent the depletion of natural resources. It undertakes to reduce its energy consumption. The Seller also undertakes to reduce its discharges into the water, air and soil, and to limit waste generated by its business, particularly packaging waste. It must comply with the regulations and sector standards relating to waste management and the environment, and may be asked to provide proof of its support for the development of technologies and products that protect the environment, particularly with regard to preservation of biodiversity, reduction of the carbon footprint and contribution to the circular economy, and to specify the actions it is taking on the theme of sustainable development and social, societal and environmental responsibility.

**ARTICLE 15: AUDIT**

During the Supplies performance period, the Supplier undertakes to allow free access to the Customer, with prior notice and during working hours, to its premises and to all documents to allow inspection of all types. It shall obtain the same right from any subcontractors. A copy of the audit report shall be sent to the Supplier free of charge. If the audit report reveals minor shortcomings in the Supplier's performance of the Contract, the Supplier shall remedy these within fifteen (15) working days of receipt of the report.

If the report reveals serious breaches or if the Supplier does not remedy minor breaches within the allotted time, said breaches will be considered as negligence that justifies the termination of the Contract at the discretion of the Client in accordance with the contract's early termination clauses.

The Parties agree that in any event the audit procedure does not in any way exonerate the Supplier from compliance with its contractual obligations.

**ARTICLE 16: ETHICAL AND SUSTAINABLE DEVELOPMENT PRINCIPLES**

The Supplier undertakes to comply with – and to ensure that all subcontractors comply with – international and national standards relating to anti-corruption laws, directives and regulations in force in the countries in which it conducts business and in the countries in which it is established, and to act in accordance with competition law.

- Fundamental human rights, in particular the prohibition of the employment of children under the age of 15 and of all forms of servile, forced or compulsory labour
- Embargos, arms trafficking, drug trafficking and terrorism
- Trade, import and export licences and customs
- The health and safety of staff and third parties



## Terms and conditions of purchase

Page 5 of 5

Edition 4

14/03/2025

FORM-TRANS-67

- Work, immigration and the ban on illegal work
- Protecting the environment
- Economic offences, in particular corruption, acquiring a stake illegally, corruption, misappropriation of public funds, favouritism, fraud, influence peddling (or equivalent offence under the applicable law), fraud, breach of trust, misuse of the assets or credit of a commercial company, counterfeiting, forgery and all related offences
- Combating money laundering
- Competition law
- Non-discrimination: no distinction is made between people on the basis of their social or ethnic origin, gender, age, religious beliefs or disability