



PG PLASTIC s.a.m. Agemo – Terms of purchase - Edition 09/2017

1. Extended:

These terms of purchase “TOP” apply to all purchases of PG PLASTIC, whether they are tools, Equipment, parts, components, assemblies and sub-assemblies, raw materials or services (the "Supplies") and apply to all orders placed by PG PLASTIC to the extent Derogatory conditions are not negotiated. These derogatory conditions may appear on the order form itself or in a written agreement separately.

The provisions of these “TOP”, deemed to be accepted as such in the absence of being adjusted by negotiation, taking into consideration, in particular, the general conditions of sale of the supplier (the "Supplier"), then prevail over the latter. The order (the "Order") means the order form issued by PG PLASTIC, the present “TOP”, the documents defining the characteristics of the Supplies (plans, specifications, specifications, etc.) and those which specify the other conditions (The "Documents").

2. Order:

2.1 The Supplies are compulsorily subject to a purchase order, for an indefinite period (the "Open Order") or for a fixed term (the "Closed Order"). The Order is sent by email. Acceptance of the Order by the Supplier is by sending the acknowledgment of receipt attached to the order form by email, within eight (8) working days of the date of the order. Any Order not acknowledged but executed by the Supplier, in whole or in part, shall be deemed to have been accepted.

2.2 The quantities indicated in the Open Order are only indicative and do not constitute a firm commitment on the part of PG PLASTIC.

An open order is completed by calls for periodic deliveries establishing the quantities to be delivered and the delivery time.

By accepting the Order, the Supplier undertakes to supply and / or execute the Supplies in accordance with the procedures, drawing and any other specifications established at the time of the order and during the execution of the Ordered and brought to the knowledge of the Supplier.

3. Specific Obligations of the Supplier:

3.1 The Supplier undertakes that the Supplies to be delivered shall be produced in accordance with the laws, regulations and standards relating to hygiene, safety, environmental protection and labor law in force in each of the States involved in their production. In particular, in France, the Supplier undertakes to comply with the regulations concerning the prohibition of concealed work and to deliver to PG PLASTIC, upon request, the documents required by the legal and regulatory provisions attesting that the Supplier's employees are Employees regularly.

In addition, the Supplier shall adopt the rules of ethics set out in the United Nations Global Compact relating to human rights, labor standards, the environment and the fight against corruption in the conduct of its affairs.

The Supplier, as a professional in its specialty, undertakes to provide PG PLASTIC with the recommendations and warnings necessary or useful for the quality and safety of the Supplies, to make any recommendations for their intended use, and make any proposals to improve the quality or cost of the Supplies.

As a professional warned of the constraints of the automobile industry, in particular in terms of quality, costs and deadlines, it is committed to comply in general with the standards and practices of this industry, as they are established by PG PLASTIC's Automotive OEMs and Constructors.

3.2 The Supplier undertakes to reply as soon as possible to any request for information from PG PLASTIC on the Supplies and to certify its origin and composition.

3.3 PG PLASTIC may at any time submit to the Supplier a request for modification

Of the documents with a view to modifying either the characteristics of the supply or the process of its production or the packaging or logistics specifications. The Supplier shall, without delay, deliver to PG PLASTIC a feasibility proposal, together with an analysis of the possible consequences on the quality / reliability of the Supply and the impact on the cost of production. This analysis will be discussed between the parties within a timeframe which will take into account as far as possible the expected date of implementation in order to

strike a balance between the technical and economic implementation of the proposed amendment. If at the end of this discussion such a balance taking into account the interests and constraints of both parties can't be found, PG PLASTIC may either waive the amendment or terminate the Open Order in accordance with Article 14.1.1.

3.4 The Supplier shall not make any change to the Supply, including a change of component, material, process or place of manufacture in the absence of prior validation in accordance with the procedures of IATF 16949 and rules commonly Practiced in the automotive industry.

3.5 In order to secure the proper execution of an Open Order, the Supplier undertakes to set up and maintain a security plan including, in particular, a security stock as agreed with PG PLASTIC, calculated according to the Materials and / or components and / or subsets of the supplier's process constraints.

3.6 The Supplier agrees to deliver the Supply for the needs of the aftermarket for ten years after the sale of the last vehicle of the model or models in the range incorporating the said Supply or for fifteen years if the Supply is intended to be mounted on Of heavy duty vehicles or if it is intended for at least one market whose rules require the supply of spare parts for fifteen.

For this purpose and during these periods, the Supplier shall maintain in good working order the tools and equipments of production of the Supply and preserve the technical documents and ranges of manufacture.

3.7 In order to constantly improve the competitiveness of the Supply and the PG PLASTIC products incorporating the said Supply, the Supplier undertakes to implement productivity actions on an ongoing basis. The minimum level of expected annual productivity is determined by mutual agreement.

3.8 The delivery period indicated either in the Closed Order or in a call for delivery linked to an Open Order is an essential element of the Order and its strict respect is imposed on the Supplier once it has accepted the Order. No advance delivery will be received without the prior written consent of PG PLASTIC.

The Supplier shall be liable for any direct or indirect, material or immaterial damages caused to PG PLASTIC by a delay in delivery, including operating losses resulting from the termination of its production line, all costs incurred by PG PLASTIC By its customers and the additional cost incurred by an order from Supplies to a third party intended to remedy a prolonged inability of the Supplier to deliver. In addition,

PG PLASTIC may exercise its right to cancel the Order in accordance with Article 14.2 in the event that the circumstances lead to the Supplier's continuing inability to deliver punctually or in the event that repeated delays result in disruptions in the supply chain and / Expenses such that the maintenance of the contract would no longer be commercially bearable.

3.9 If the Supplier is required to intervene on the site of PG PLASTIC, the Supplier undertakes to respect the internal regulations in force, the legal and regulatory provisions applicable in particular with regard to hygiene, safety, labor law and For work carried out in an establishment by an outside undertaking.

4. Intellectual Property Rights:

The Supplier shall deal personally with the validity of its intellectual property rights in relation to the Supplies and the free use of the Supplies with respect to the intellectual property rights of third parties. The Supplier warrants PG PLASTIC against any claims and / or claims from third parties that are based on infringement, unfair competition or similar action and that would have the effect or the effect of prohibiting, limiting or modifying the marketing, Sale or use of the Supplies by PG PLASTIC or its customers. PG PLASTIC will inform the Supplier of such actions as soon as possible.

In the event of a claim of an intellectual property right by a third party, the Supplier commits, at its exclusive expense and to the choice of PG PLASTIC,

- Either to obtain for PG PLASTIC and its customers the right to freely use the Supply,
- Either to replace the Supply or to modify it so that its use can no longer be contested. The substituted or modified Supply must in any case be in conformity with the documents and will be subject to the acceptance of PG PLASTIC and its customers before it goes into production. The Supplier also undertakes to ensure, at its own expense, that the inventory of Contested Supplies is returned to PG PLASTIC and / or its customers. It will indemnify PG PLASTIC for all damages sustained in connection with such a claim and losses suffered as a result of disruptions in its production and / or those of its customers and the total or partial non-performance of contracts between PG PLASTIC and its Customers.

5. Prices, Billing and Payment Terms:

5.1 Prices

The applicable prices are those mentioned in the Order. They are firm and agree, unless otherwise agreed, "Duty paid - DDP - Incoterms 2010" at the place of delivery of the Supplies. The prices are fixed and remunerate the Supplier of all costs, risks, charges and obligations of any kind and take into account all the elements of the Order.

They shall not be subject to any modification without the express agreement of both parties following good faith negotiations. The party from which a request for a change in price has been rejected by the other party, upon good faith negotiation, shall inform the other party within eight (8) days of its intention either to proceed with the Open Order or to denounce it in accordance with Article 14.1 .1. During the negotiation and / or until termination of the notice of termination, the Open Order will have to be executed on the contractual conditions, in particular prices.

5.2 Billing and Payment Terms:

The invoice must recall all the indications contained in the Order allowing the identification and the control of the Supplies. The invoice must be sent to the invoicing address on the front of the order form.

Unless otherwise agreed and / or unless otherwise required by applicable law, the Supplies are payable 45 days after the end of the month in which the goods are received.

6. Packaging and Shipping Document:

The Supplier will deliver the Supplies with a packaging adapted to their nature, the mode of transport used and the storage, with a view to a delivery in perfect condition. The Supplier shall be liable for any damage (breakage, missing, damaged, etc.) due to inadequate or improper packaging.

Each packaging unit must bear on the outside and in a legible manner the particulars prescribed by the regulations applicable in particular with regard to transport, as well as the indications relating to particular handling or storage conditions. Mention will also be made of the number of the Order, the lot number, the name of the Supplies, the names and addresses of the consignor and the consignee, the quantity of units contained, the gross and net weight of the package. The delivery shall be accompanied by a delivery note and, where applicable, by the certificate of conformity.

7. Delivery:

7.1 Supplies shall be delivered at the place indicated in the Order.

7.2 PG PLASTIC reserves the right to refuse all or part of the delivery of Supplies by simple letter, fax or any other electronic means in case of delivery out of time, incomplete delivery or excess, or non-conformity with the Order.

The absence of reservations or claims to the acceptance of the delivery doesn't constitute a definitive acceptance of the Supplies delivered nor a renunciation by PG PLASTIC to a subsequent recourse for non-conformities to the Order or apparent defects or not on the supplies.

7.3 After delivery, PG PLASTIC will do its utmost to notify the Supplier of any non-conformities to the Order or the apparent defects of the Supplies, preventing the acceptance of the Supplies, as soon as possible after the normal operation. Will have allowed their detection and the Supplier will not be able to invoke the tardiness of the complaint to refuse to follow up.

7.4 Supplies which are not definitively accepted as a result of a notification as provided for in Article 7.3 by PG PLASTIC will be made available to the Supplier at the place indicated in the said notification in order to enable the Supplier to check the reality of the alleged grievances. In the absence of protest and / or examination of the Supplies within three (3) days of the notification of PG PLASTIC, the Supplies shall

Be resumed by the Supplier at its own expense, risk and peril within the following eight (8) days, failing which the Supplies not listed will be returned to the Supplier or destroyed at its own risk and expense.

7.5 The Supplier shall be liable for direct and indirect, material and immaterial damages caused to PG PLASTIC or third parties (in particular the customers of PG PLASTIC) due to the Supplier's failure to fulfill its conforming delivery obligations, in particular those incurred By PG PLASTIC in connection with the replacement of non-compliant Supplies and any interference with its production as well as the costs invoiced to PG PLASTIC by its customers.

8. Guarantees

8.1 The Supplier, an expert in his specialty, is bound by an obligation of result and assumes in particular the entire responsibility for the Supply, its design (if this has been entrusted to him), his manufacturing process , Of the technical choices to be implemented for its realization and its suitability for the use for which it is intended. PG PLASTIC acceptance of plans, processes, specifications or samples

In no way diminishes the guarantee due by the Supplier. The Supplier guarantees that the Supplies are:

- conform to the Order, the Documents, the initial samples accepted by PG PLASTIC, the rules of the art, the applicable standards, laws and regulations, able to fulfill the functions and the use for which they are intended (Possibly specified by the Supplier) and provide the security which can reasonably be expected to be free from any apparent or hidden defects and malfunctions.

8.2 In the event of non-compliance of Supplies with the foregoing warranty, and in proportion to its liability, the Supplier shall indemnify PG PLASTIC against all direct, indirect and consequential physical, material and immaterial damages, including The cost of any actions related to the replacement of Defective Supplies and the indemnities paid by PG PLASTIC to its customers (catch-up campaigns or Including reminders).

9. Insurance:

The Supplier will take out an insurance policy from a notoriously solvent company and will justify the payment of the premiums on the first application. The amounts of guarantee of this insurance do not in any case constitute a limit of responsibility of the Supplier.

10. Subcontracting:

10.1 The Supplier shall not assign and / or transfer the Order, even free of charge, in whole or in part, without the prior and express consent of PG PLASTIC.

10.2 In the event of a change of control of the Supplier, directly or indirectly, or of the transfer of its Fund, PG PLASTIC shall be entitled to cancel the Order in accordance with Article 14.2.2.

10.3 The Order may not be subcontracted, in whole or in part, directly or indirectly, by the Supplier without the prior and express consent of PG PLASTIC.

If the Supplier is authorized to subcontract all or part of the Order to a third party or parties, it shall remain solely and entirely responsible to PG PLASTIC for the execution of the Order and for compliance with the "TOP". He shall indemnify PG PLASTIC against all claims of his subcontractors, defend PG PLASTIC and indemnify him against any consequences of such claims.

10.4 PG PLASTIC may transfer or transfer, in whole or in part, the Order to an affiliated company or a successor in all or part of its business.

11. Confidentiality:

11.1 All information communicated to the Supplier by PG PLASTIC or any of its representatives, including but not limited to technical, industrial, commercial or financial information, regardless of the form of communication (oral, written or otherwise)) Including in particular drawings, diagrams, descriptions, specifications, reports, microfilms, electronic media, software and related documentation, samples, prototypes, etc. Are confidential (the "Information"). Information is also considered what the agents of the Supplier, its suppliers, subcontractors, agents, permanent or occasional interveners may know at the time of the Order.

11.2 Information may only be used in connection with the Order. The Supplier shall take all measures to ensure that none of the Information is communicated or disclosed to any third party, even to a subcontractor, unless expressly agreed to by PG PLASTIC.

Failure to comply with this obligation may result in the application of Article 14.2.

11.3 This obligation of confidentiality will survive the end of the Order, for any cause whatsoever, for a period of five (5) years. At the end of the Order, the Supplier shall return to PG PLASTIC, at first request, any documents, confidential or not, relating to it, without being able to retain a copy (on any medium whatsoever), except prior agreement of PG PLASTIC.

12. Transfer of Ownership and Risk:

12.1 As of the acceptance of the Order, the ownership of the Supplies is transferred to PG PLASTIC as and when these are realized. Consequently, the Supplier undertakes to use all means for the individualization of the Supplies as and when they are made in order to avoid confusion with the Supplier's inventory or the goods (goods, tools or equipment) intended for to its other customers.

12.2 PG PLASTIC reserves the right, during the Order and prior to delivery, to carry out any control of the manufacturing processes of the Supplies and Supplies themselves, at the premises of the Supplier or any subcontractors. The Supplier agrees to allow PG PLASTIC free access to its premises at all times, to guarantee the free access of PG PLASTIC to its subcontractors and to offer the possibility to test the Supplies, without this possibility leading to a decrease any of the Supplier's warranties.

12.3 The transfer of the risks relating to the Supplies takes place on delivery of the Supplies, whatever the delivery conditions indicated in the Order.

3. Molds, Tools and Other Specific Equipment:

13.1 All molds, tools and other specific equipment (the "Equipment"),

Made available to the Supplier by PG PLASTIC or executed at the request of PG PLASTIC, remain or become, as and when they are realized, the property of PG PLASTIC or that of its customer in accordance with agreements entered into directly between PG PLASTIC and its customer .

They are made available by PG PLASTIC for the manufacture of the Supplies, in all cases, and even in the absence of a contract or sub-contract of loan, the Equipment placed or left at the disposal of the Supplier are deemed put On deposit with the Supplier on an ancillary basis to the Order. They may be used only to carry out the Order and may not be lent, made available to third parties, reproduced or

Copied, pledged or encumbered. They must be provided, at the Supplier's expense, with a plaque affixed to a visible place bearing an identification number, the name of the owner of the Equipment

According to the indications given by PG PLASTIC, followed by the words "non-transferable and ungraspable property". No modification to the Equipment may be made without the express consent of PG PLASTIC.

At the end of the Order, for any reason whatsoever, the Equipment must be returned at the first request of PG PLASTIC.

13.2 The Supplier as custodian guarantees the Equipment against the risk of loss, theft, damage or destruction and will insure the replacement value of the Equipment. As a prudent and diligent user, it must keep them in perfect working order and will respond to their premature wear and drift. He will notify PG PLASTIC within a period compatible with the launch of a new Equipment, normal wear and tear that may necessitate a renewal of said Equipment. He shall subscribe any liability insurance to cover damage that the Equipment may cause to third parties. Throughout the Order, the Supplier shall at least once a year validate the validity of its insurance policies.

14. Termination:

14.1 Termination for convenience.

14.1.1 The Open Order is agreed for an indefinite period, the quantities on which PG PLASTIC engages being those indicated in the delivery programs.

PG PLASTIC may terminate it at any time by giving at least six (6) months notice by registered letter with acknowledgment of receipt. Such notice may be reduced by express agreement of the parties.

The Supplier may terminate the Open Order at any time by giving at least six (6 months) notice by registered letter with acknowledgment of receipt, even if the termination results from a decision of the Supplier to cease production of the Supply or To close the production site of this Supply. Such notice may be reduced by express agreement of the parties. If, on the other hand, this notice does not allow PG PLASTIC to ensure the continuity of the performance of its obligations towards its customers, it will be extended until the restart of production at another supplier.

During the notice period, whether at the initiative of either party, the Open Order will have to be executed under the contractual conditions, in particular the price, in force at the time of its denunciation.

14.1.2 The Closed Order is agreed for a fixed term and is not subject to renewal.

14.2 Cases of Termination:

14.2.1 In the event of failure by the Supplier to fulfill one of its essential contractual obligations (to supply punctually Supplies of the quality expected under the conditions

The Order may be terminated ipso jure and without formalities, one (1) month after the sending of a notice by registered letter with acknowledgment of receipt left in whole or in part without effects during that period, and Subject to any damages and interest to which PG PLASTIC may be entitled.

14.2.2 In the event of a change in the Supplier's status as set out in Article 10.2, the Order may be terminated ipso jure and without formalities by PG PLASTIC, subject to eight (8) days' notice.

14.3 Consequences of the expiration or termination of the Order in anticipation of expiry as in the case of termination of the Open Order for any reason whatsoever, the Supplier shall make all arrangements and cooperate widely and fairly to enable PG PLASTIC To ensure the continuity of the performance of its obligations towards its customers until the restart, at an alternative supplier, of the production of the Supply subject to the Order denounced. In particular, if PG PLASTIC so requests, it undertakes to transfer to PG PLASTIC the outstanding parts, components, assemblies and sub-assemblies, raw materials, semi-finished products or finished products it owns The date of the request, it also undertakes to return to PG PLASTIC at the first request the Equipment, in progress or in service, and all their documentation (drawings, technical manuals, service manual, etc.).

15. Anti-corruption

15.1 PG Plastic does not grant or cause to be granted directly or indirectly to any of the parties any offer, gift, gift or payment, remuneration or benefit of any kind constituting or capable of constituting an unlawful act or a corrupt practice with a view to or in return for the performance of an order or contract. Any such action is sufficient reason to cancel an order or contract.

16. Miscellaneous provisions

16.1 If any provision of these "TPO" proves to be invalid or unenforceable, only that provision would be deemed unwritten and the parties would then seek in good faith to reinstate a provision as close as possible to the original provision.

16.2 No tolerance by PG PLASTIC, even extended, will be novation to the "TPO", the Order and / or the Documents.

16.3 The Supplier is authorized to refer to its commercial relations with PG PLASTIC only with its prior authorization.

16.4 The law applicable to the Order is Monegasque law (Monaco principality). The parties expressly waive the application of the 1980 Vienna Convention on the International Sale of Goods.

16.5 In the event of a dispute, the Court of First Instance of the Principality of Monaco shall have sole jurisdiction, even in the event of an appeal or a plurality of defendants, except in urgent, summary or application proceedings. French will be the only official language.