

« **Hydro** » for the purposes of this Agreement, means one of the following companies:

- **Hydro Extrusion Puget SAS** located at ZI du Camp Dessert Nord 83488 Puget sur Argens, RCS Fréjus 312 757 974
- **Hydro Extrusion Albi SAS** located at ZA Jean Savy 81450 Le Garric RCS Albi B392 165 650
- **Hydro Extrusion Lucé/Châteauroux SAS** located at 42 rue de la Beauce, BP 40089, 28112 Lucé, RCS Chartres 448 596 361

1-Application: All purchases of Hydro, including work, equipment, merchandise, products from its suppliers are subject to these terms and conditions. The acceptance of the orders by the supplier implies without reservation or restriction its adherence to Hydro's current terms and conditions, **and the supplier expressly forgoes using its own general conditions of sale.** Deviations from these terms and conditions only apply to the extent agreed explicitly and in writing between the parties

2-Orders: Hydro orders from the supplier are validly sent by letter, mail, or e-mail. The supplier will acknowledge receipt within 48 hours otherwise the order will be considered as accepted in its entirety.

3-Supplier Code of Conduct:

- The supplier must, throughout the duration of the contract, ensure that it complies with the principles set out in the Supplier Code of Conduct available at the following link "Supplier Code of Conduct" : <https://hydro.com/contentassets/b75f906f29e04e59a71a567a6ebde138/hydro-supplier-code-of-conduct.pdf>. Supplier must actively promote the principles set out in Hydro's Supplier Code of Conduct with its own suppliers / contractors and sub-suppliers / subcontractors of any kind and having a significant contribution to the provision of goods and services to Hydro under the contract (suppliers / contractors / sub-supplier and subcontractors being considered together the "Supply Chain").
- Hydro may, at any time during the term of the contract, take reasonable steps to monitor and verify the supplier's compliance with its obligations, including but not limited to (i) requiring the supplier to provide details on the compliance of the supply chain; and (ii) performing, with reasonable notice, inspections of the supply chain sites. The supplier must then provide all reasonable assistance to Hydro.
- If, at any time, Hydro identifies, or reasonably suspects, the non-compliance or violation of the principles of its code of conduct ("non-compliance") by the supplier or a member of the supply chain, Hydro will notify the supplier of this non-compliance. The supplier must provide all reasonable assistance to enable Hydro to investigate the non-compliance.
- If the non-compliance is material (in respect of (i) the nature of the principle concerned, (ii) potential effects on the reputation of Hydro and its affiliates, (iii) the performance of the contract) and / or cannot be corrected, Hydro may terminate the Contract by written notice.
- If the non-compliance is immaterial and can be corrected, the supplier will be given a reasonable period of time in which the non-compliance must be corrected. The supplier must, without unreasonable delay, submit a correction and / or action plan to Hydro. If the non-compliance has not been corrected, Hydro may terminate the contract by written notice.
- The rights and remedies provided for in this article are not exclusive and without prejudice to the other rights and remedies that may be available to Hydro in the context of the contract and by operation of law.

4-Deliveries / deadlines:

- **Delay:** the delivery date on the order is that of the receipt of products at the agreed place of delivery. It is imperative date. In the event of non-adherence to the delivery deadlines, Hydro reserves the right to demand from the supplier express delivery, by any type of transportation necessary, at the expense of the latter. Except in case of force majeure, in the event of a significant delay and / or a production stoppage in the factories of Hydro or its customers caused by a delay attributable to the supplier or the supplier's supply chain, Hydro reserves the right to cancel the order without incurring any liability to the supplier, and / or to charge to the supplier late penalties calculated on the basis of 0.5% of the amount of the order per day of delay, limit upwards to 15% of the amount of the order value (exclusive of VAT and Sales Taxes), which shall be deducted automatically from the order and without prior notice of the supplier and without incurring any claim to Hydro for any prejudicial consequences, direct or indirect due to any delay. The concept of significant delay is defined as a serious breach by the supplier of its contractual obligations, and in particular in the event of delay of deliveries of more than seven calendar days. The concept of force majeure means, situations which are outside of the control of either of the parties, and which are unforeseeable, unavoidable and caused by external forces, preventing the affected party from fulfilling its contractual obligations. In case of the incurrance of a force majeure event, the affected party must inform the other party as soon as possible, and the affected party's contractual obligations will be suspended for as long as the force majeure even persists.
- **Documents:** Each delivery must be accompanied by a note mentioning the order number, the reference and the specification of the products as well as a packing list allowing the identification of the products.
- **Risk Transfer and ownership:** transport of the goods are at the expense, risk and peril of the supplier. The transfer of risk and ownership takes place upon delivery of the products at the agreed place of delivery as set out in the order.

5-Price: Unless stipulated otherwise, the prices indicated on the orders are firm and not revisable. They include packaging, insurance and transportation to the place of delivery. Payments will be made by bank transfer within 45 days of the end of the month following the date of delivery. Hydro agrees to pay the invoices within the agreed contractual deadlines, except in the event of a dispute with the supplier regarding the purchases on the order. In any case, the supplier authorizes Hydro to make compensation between the sums due by it and those owed by the supplier, for whatever reason.

6-Non-compliance with specifications or quantities: Hydro reserves the right to return excess or pre-delivered products at the expense, risk and peril of the supplier and to require the agreed quantities to be properly supplied in accordance with the Order. Similarly, Hydro reserves the right to reject any product that does not conform to the specifications agreed by the parties. Non-compliant products will be deemed undelivered, and the late payment penalties referred to in section 4 may apply. Any rejected product will be returned by Hydro to the supplier at the expense and risk of the latter. The supplier must make its position known within eight (8) days of receipt of the product. In the absence of a response from the supplier within the time limit, the supplier will be considered as having acknowledged the non-conformity of the product. Any rejection of products shall be the subject of a systematic calculation of the total value of the non-compliant product which will be deducted from current invoices. The processing fees incurred by proven non-conformities will be charged to the supplier.

7-Warranty: In addition to warranties provided by law, the supplier warrants that its products are free from defects, malfunction and / or anomaly of any nature whatsoever in design, material, workmanship, manufacture, treatment and possibly assembly. The supplier undertakes to ensure the delivery in perfect working order and / or the replacement of the disputed parts and / or products, as soon as possible. The guarantee includes both the supply of parts and / or products as well as the costs of installation, removal, transportation and packaging, and more generally all direct and indirect costs, including damages.

The Supplier warrants to Hydro the full and unrestricted enjoyment and rights of third parties for products purchased by Hydro. The supplier therefore guarantees Hydro against any disturbance, claim or eviction of any kind in this respect and in particular that the delivered products are not subject to any claim of industrial, intellectual or artistic property (patents, trademarks, designs, models, rights of author or other), and that the photographs of the products can be reproduced on all media, including on the Internet, unless otherwise decided by registered letter with acknowledgment of receipt.

Accordingly, the Supplier will indemnify, hold harmless, and defend Hydro from and against any and all injuries, liabilities, damages; losses, costs and expenses payable to the third parties to the extent based upon any liability claim related to the deliverables. In the event of any prohibition on the use of all or part of the products, the supplier agrees to its choice and its exclusive costs:

- to obtain without delay the right for Hydro to continue to operate the products,
- to replace without delay the disputed element (s) with an equivalent element that is not the subject of a dispute and accepted by Hydro.

8-Liability: The supplier undertakes to execute the orders by himself except with prior written agreement of Hydro. The supplier assumes full responsibility for the manufacture and delivery of the products as well as for their execution according the rules and the regulations in force. It is expressly agreed that in the event of non-performance or failure by the supplier to any of its obligations set out herein or by law, it shall indemnify Hydro for any damages suffered as a result of such breaches or non-performance including costs, expenses, indemnities and all other pecuniary damages. The supplier shall be liable for both direct damage and indirect damages incurred by Hydro as a result of any non-performance by the supplier.

In the event that Hydro entrusts the supplier with work to be carried out on products manufactured or belonging to Hydro, and without prejudice to the arrangements to be made vis-à-vis the carrier, the supplier must check at unloading, the products shipped by Hydro for such work. The verification must relate to the condition of the products, references, quantities and colors. In the absence of a claim from the supplier within three days after receipt of the products, such products shall be considered to be in conformity with those mentioned on the delivery note provided by Hydro. The supplier is responsible for such products that remain the property of Hydro. In the case of deterioration, defective or non-return of the entrusted products, Hydro reserves the right to charge said products at their cost price without prejudice to any other damages Hydro may have incurred and hold the supplier liable for. The supplier must take all the necessary measures to ensure that the Hydro products entrusted are clearly identified as belonging to them, in particular to avoid possible action by the supplier's creditors on these products. The return is - without indication to the contrary - under the responsibility of the supplier.

9-Insurance: The supplier shall to take out insurances in line with industry practice for, and sufficient in value to cover, the kind of work to be performed by the supplier. The supplier provides Hydro with evidence of such insurance coverage at request. The supplier shall furthermore, and in particular, take out insurance covering the Civil Liability risks relating to its activities and the products that it manufactures or that are entrusted to it for subcontracting work. These insurance policies must make it possible to guarantee physical, material and immaterial damages, whether or not resulting from material damage.

10-Intellectual Property: The drawings, tools, models, technical documents and, more generally, the know-how provided by Hydro, are and remain its property and must be returned on request to Hydro without the supplier being able to keep copies under any medium whatsoever. It is the same for the one (s) created by the supplier and / or its possible subcontractors for the execution of the order. The transfer of these intellectual property rights is granted free of charge. This assignment includes the rights of representation, reproduction, exploitation and adaptation, and this for all uses and for all purposes, in any form, on any medium, by any means. The assignment is granted for the whole world and for the legal duration of the corresponding rights. The transfer of these rights will occur as and when they are created. The supplier undertakes to reiterate if necessary, all acts necessary for this transfer, in particular vis-à-vis any public or private bodies allowing their registration or name of Hydro and / or their protection. The supplier undertakes to keep these elements, as well as any information communicated to him by Hydro, strictly confidential. These documents may not be copied or communicated by the supplier to third parties without the prior written permission of Hydro. The supplier undertakes, under the same conditions, to reserve the use of these elements exclusively for the execution of the order(s) placed by Hydro. The maintenance of any tools remains the responsibility of the supplier.

11-Confidentiality: The supplier will monitor and protect be any technical, economic and / or commercial information provided by Hydro in any form or medium whatsoever, including orally. This communication is made strictly in order to facilitate the mission of the supplier and to optimize outcomes. The supplier undertakes not to disclose and / or communicate to a third party the information transmitted, the progress of the projects, or the results obtained without having received the prior written authorization of Hydro, and to make no industrial or commercial use of this information other than that strictly limited to the execution of orders. The supplier must make every effort to obtain the same commitment from its staff and to make every effort to ensure that this commitment is fully observed. This commitment is valid for a period of seven (7) years from the date of the order as long as the information on which it relates has not fallen into the public domain.

12-Termination for cause: In case of refusal or inability of the supplier to execute all or part of the order, Hydro reserves the right, after written notice sent by registered mail which is unanswered for a period of fifteen calendar days, to terminate the supplier and cancel any current orders. Hydro will be entitled to claim damages for losses incurred due to such non-performance and reserves the right to terminate the order(s) pending in case of:

- subcontracting by the supplier of all or part of the order without Hydro's prior written authorization,
- significant delay considered as serious failure of the supplier to its obligations, and this in accordance with article 4 referred to above,
- and more generally non-compliance with the provisions of these general conditions of purchase and / or any other particular provision governing the relations between the parties,
- cessation of payments, bankruptcy, judicial settlement or any change in the legal status of the supplier in accordance with, among other things, sale or contribution of goodwill, spin off, merger or otherwise, and not expressly authorized by Hydro.

13-Data protection: The personal data that the supplier obtains from Hydro can only be used by the latter to respect its contractual obligations. The provider must ensure that personal data is not used for other purposes. For more information on the management of Hydro's personal data, please refer to Hydro's Compelling Business Rules, which are established to comply with applicable data protection legislation, including the regulation per the General Information Protection Act, by following the link : <https://Hydro.com/en/Data-Protection-In-Hydro>.

14-Applicable law:

- **Dispute:** Any current dispute raised, even in the event of recourse in guarantee or multiple defendants, and in the absence of an amicable agreement, will be referred to the Courts of the registered office where the Hydro company concerned is domiciled. The fact that Hydro does not apply one provision in the contract don't mean that Hydro does not use later.
- **Applicable law:** In the context of international exchanges, the present general conditions apply. Any question relating to these conditions will be governed by French law to the exclusion of any other right.

15-Language: This English version is for information and does not replace the original in French. Only the French text is authentic.

Done at..... the
NAME.....
QUALITY.....
(Mention "Read and Approved", initialed, signature and stamp)