



2025

General Terms and Conditions of Purchase



ARTICLE 1 : SCOPE OF APPLICATION

1.1 These general terms and conditions of purchase ('GTC') apply to all orders placed by EVENPLAST, SAS, whose registered office is located at 4 allée des tilleuls, RIOTORD (43220), registered with the PUY-EN-VELAY Trade and Companies Register under number 493 443 196, and whose intra-community VAT number is FR87493443196, and/or by any 'Affiliate' defined as any current or future company that EVENPLAST controls, that controls it and/or that is under the same control, control being understood within the meaning of Article L. 233-3 of the French Commercial Code (together 'EVENPLAST') from its professional suppliers (the 'Supplier(s)', collectively the "Parties"), for the purchase of all types of products and services necessary for the performance of its business (the 'Product(s) and/or Services').

1.2 Unless otherwise expressly negotiated and agreed between the Parties, the GTC shall prevail over any contrary provisions that may appear on the Supplier's purchase orders and/or any general terms and conditions of sale.

1.3 The Supplier expressly agrees that the Contract (as defined below) may be transferred and/or assigned, free of charge or for a fee, to any Affiliate, automatically upon notification sent by any written means to the Supplier by EVENPLAST, the latter having the right to substitute any Affiliate for the performance of all or part of its obligations under the Contract.

ARTICLE 2 : ORDER - ORDER CONFIRMATION - CONTRACT

2.1 Any purchase from EVENPLAST is preceded by an order placed with the Supplier (the 'Order'), following the Supplier's communication to EVENPLAST, by any means (quotations, unit price lists, catalogues, etc.), of the prices applicable to the Products and/or Services. The Order shall be placed in writing (e.g. by email) on EVENPLAST letterhead. The terms of the Order shall prevail over the GTC as special conditions.

2.2 The Order shall be valid for FORTY-EIGHT (48) hours (working days) from its issue by EVENPLAST, and shall specify the quantity, price and characteristics of the Products and/or Services required by EVENPLAST, as well as the applicable INCOTERM, the place of delivery and the special conditions of the Order (including any specifications applicable to the Products and/or Services).

2.3 The Supplier has FORTY-EIGHT (48) hours (working days) from the date of issue of the Order to accept or refuse the Order in writing, by issuing a written Order confirmation, which forms the 'Contract' in the event of outright acceptance. In the absence of written refusal by the Supplier within this period, the Order shall be deemed to have been tacitly accepted as is, unless EVENPLAST states otherwise in writing. Any modification of the terms of the Order by the Supplier shall result in the refusal of the Order by the Supplier, unless EVENPLAST expressly accepts such modifications in writing.

2.4 The GTC and the specific terms and conditions of the Order are then definitively accepted by the Supplier, and the Contract becomes final, firm and non-revisable and may no longer be cancelled without the agreement of EVENPLAST. Any modification of the terms of the Order by the Supplier is subject to the prior and express acceptance of EVENPLAST.

2.5 EVENPLAST reserves the right to request a modification of the terms of the Order during the performance of the Contract: in this case, the Parties agree to negotiate in good faith the modifications to the Contract necessary to take into account said modifications, which must be recorded in writing, by mutual agreement between the Parties. As an exception to the above, any modification necessary to ensure the compliance of the Products and/or Services with applicable standards, legal and regulatory provisions, and/or best practices relating to the Products and/or Services may be made automatically and automatically to the Contract by EVENPLAST, at no additional cost, and may not be refused by the Supplier.

ARTICLE 3 : PRICES - PAYMENT TERMS - INVOICES

3.1 The prices stated in the Offer are net, exclusive of tax, in euros, firm and non-revisable for Products delivered and Services performed at the location specified in the Contract: they include all costs (including insurance), taxes, duties and other costs associated with the Contract (in accordance with the applicable INCOTERM), including any costs of adapting the Products and any transfers of rights attached to the Products and Services (including all supplies, resources and ancillary services, all design work and all necessary documentation).

3.2 Invoices shall be issued by the Supplier in duplicate, in accordance with the Contract and applicable regulations, and shall be sent to EVENPLAST in accordance with any agreed schedule, after delivery of the Products and/or acceptance of the Services, in accordance with the Contract. Unless otherwise

agreed in writing by the Parties, invoices shall be paid by bank transfer within THIRTY (30) days - end of month (from the date of delivery of the Products or performance of the Services, as applicable). As an exception, for transport services (road haulage, vehicle hire with or without driver, transport commission, freight forwarding, shipping and air freight activities, freight brokerage and customs brokerage), invoices shall be paid within THIRTY (30) days of the invoice date.

3.3 Any delay in payment shall automatically and without prior notice result in the application of late payment penalties at a rate equal to THREE (3) times the legal interest rate and the invoicing of a fixed compensation of FORTY (40) euros for recovery costs.

ARTICLE 4 : DELIVERY - RECEIPT

4.1 Unless otherwise agreed by the Parties, the Products shall be delivered by the Supplier on the date and to the place specified in the Order, without any retention of title or right of lien in favour of the Supplier, in accordance with the INCOTERM (DDP, EXW, FOB, or CIF) specified on the Order: if no specification is made on the Order, INCOTERM DDP (DELIVERED DUTY PAID INCOTERM ICC 2020) - EVENPLAST premises in Riotord / place of delivery indicated on the order shall apply. Delivery times are calculated in working days between the date of order and the date of delivery.

4.2 For Products purchased by EVENPLAST outside the United Kingdom, the Supplier undertakes to provide EVENPLAST with all the documents necessary for the cross-border transfer of the Products and to carry out all the formalities and procedures incumbent upon it, in accordance with the national and European regulations in force and applicable to the Products.

4.3.1 The delivery times for the Products and/or performance of the Services are binding and are considered an essential condition for the conclusion of the Contract for EVENPLAST. Consequently, if TEN (10) days after the date and time of delivery of the Products or performance of the Services indicated on the Order, the Supplier has not delivered the Products or performed the Services, EVENPLAST shall be entitled to (i) cancel the Order and (ii) obtain reimbursement of any costs advanced (deposit or other) under the Contract, without prejudice to any other right to compensation.

4.3.2 In the event of a delay in the delivery of the Products and/or the performance of the Services, and/or failure to comply with the deadlines and logistical terms and conditions indicated on the Order and/or in the Logistics Appendix, EVENPLAST may, if it so wishes, apply penalties calculated in accordance with the Logistics Appendix. In the event of the application of such penalties, EVENPLAST shall (i) take into account circumstances beyond the control of the Parties, and (ii) inform the Supplier in advance in writing, providing it with any information demonstrating the existence of the delay and the damage suffered. The Supplier shall then have a period of TEN (10) working days to verify the validity of the penalties and, if necessary, to contest them. Penalties shall apply until the Products are delivered and/or the Services are performed in accordance with the Contract. In the event of force majeure, no penalties may be applied.

4.4.1 The delivery of the Products must be accompanied by a delivery note ('DN') issued by the Supplier, containing the same information as an invoice, including the Order number and date, the EVENPLAST and Supplier references and the quantities delivered. The DL must accompany the Products and enable their identification. In the event of delivery of Products to a third party in accordance with the Contract, a copy of the DL must be sent to EVENPLAST at the same time. The packaging must be suitable for any constraints stipulated on the Order. The Supplier is responsible for the packaging and wrapping of the Products and must ensure that they are sufficient to allow the Products to be transported, handled and stored in good conditions and without damage, in particular to protect them from bad weather, corrosion, accidents during loading or unloading, transport and storage constraints, vibrations and shocks, and must allow the Products to be identified by reference to the Order. Unless otherwise expressly agreed in writing, packaging shall not be returned or invoiced by the Supplier. Any acceptance operations carried out at the Supplier's premises are only provisional and the signing of the transport document shall not be considered as final acceptance of the Products. Any early and/or split deliveries may only be made with the prior written consent of EVENPLAST, which reserves the right to refuse and return any excess Products and/or Products delivered early and/or defective and/or non-compliant with the Order and/or the GTC, at the Supplier's expense and risk, and to demand any missing quantities. In any event, the Supplier remains liable for the Products, risk and peril of the Supplier, and to demand any missing quantities. The Supplier shall remain, in any event, liable in the event of breakage, missing items or damage occurring during transport of the

Products and/or due to insufficient, defective and/or incorrect packaging, marking and/or labelling.

4.4.2 Unless expressly agreed otherwise by EVENPLAST, EVENPLAST reserves the right to dispute whether or not the Services have been completed and whether or not the Products have been delivered in full, and to mention any necessary reservations and/or observations regarding the Products delivered (including, but not limited to: missing items, apparent non-conformities, breakage and/or damage to the Products during transport, etc.) within the applicable warranty and legal limitation/foreclosure periods. EVENPLAST may also, at its discretion, request the organisation of a formal acceptance of the Products and/or Services within THIRTY (30) working days following their delivery and/or completion by the Supplier, during which the Parties shall jointly draw up an acceptance report enabling the Supplier to confirm whether or not the Services have been completed and the Products delivered in full, and to note any necessary reservations and/or observations regarding the Products delivered (including, in particular: missing items, apparent non-conformities, breakage and/or damage to the Products during transport, etc.) (the 'Acceptance'). Acceptance shall be confirmed by EVENPLAST's signature on the jointly drawn up acceptance form, and may be final or mention reservations. Acceptance does not release the Supplier from its warranty obligations, nor does it alter its liability for the Services. Following (i) the Supplier's receipt of reservations/comments/disputes made by EVENPLAST, or (ii) Acceptance, as applicable, the Supplier undertakes, within FIFTEEN (15) calendar days, to make any additional deliveries and/or modifications necessary to the Products and/or Services in order to bring them into compliance with the Order, if applicable. In the event of the Supplier's refusal to make the modifications requested by EVENPLAST, the latter shall be entitled to have all necessary findings made by a judicial officer, at the Supplier's expense, if EVENPLAST's reservations were justified by a defect in the performance of the Services and/or the delivery of the Products. If the necessary corrective measures are not carried out within the said period of FIFTEEN (15) calendar days, EVENPLAST reserves the right to apply non-exemptible late penalties amounting to ONE THIRD (1/3) of the total amount excluding VAT of the Order for the Product(s) and/or Service(s) concerned, without prejudice to any other rights and actions available to it, in particular for the purpose of compensation for the damage suffered.

4.5 The Supplier undertakes to execute the Orders itself and, consequently, not to subcontract their execution, except with the prior written consent of EVENPLAST. In any event, the Supplier remains solely responsible for the proper performance of the Contract. In the event of subcontracting accepted by EVENPLAST, the Supplier must obtain EVENPLAST's approval and validation, prior to the performance of the Contract, of the precise identity of the subcontractor, the terms and conditions and locations of the subcontracting, as well as the terms of payment of the subcontractor, in particular under the terms of Law No. 75-1334 of 31/12/1975 relating to subcontracting. It is the Supplier's responsibility to take all necessary measures to enable EVENPLAST to have access, at any time, to the locations where the subcontracting work is carried out and to all documents relating to its organisation. The Supplier undertakes to enforce and ensure compliance with the provisions of the Contract by its staff and subcontractors, for which it stands surety and which it guarantees to EVENPLAST.

ARTICLE 5 : PRODUCT QUALITY AND SPECIFICATIONS - WARRANTIES

5.1.1 The Services provided and Products delivered to EVENPLAST must comply with (i) applicable French and European laws and regulations, (ii) state-of-the-art technical and quality standards in the Supplier's profession, and (iii) the specifications and requirements agreed in the Contract, which the Supplier guarantees and vouches for on behalf of its suppliers and/or subcontractors, as an obligation of result.

5.1.2 The Supplier has a heightened duty to provide advice in its capacity as a professional in its field of activity, in particular to ensure that the Products are fit for the use intended by EVENPLAST. It is therefore the Supplier's responsibility, as a professional in its field of activity, to check the consistency of EVENPLAST's Order and to advise it, in particular on the best practices and technologies applicable to the Products and/or Services, as well as on the suitability of the Order for its objectives and specifications. It is also the Supplier's responsibility to request any details and/or clarifications necessary

for the proper performance of the Contract, to check the consistency and absence of errors and/or omissions in the Order, and to make any observations it deems necessary in this regard. The Supplier shall remain, in any event, responsible for its technical choices for the manufacture of the Products and the performance of the Services, regardless of the degree of assistance provided by EVENPLAST.

5.1.3 If EVENPLAST provides the Supplier with instructions or organises training for the Supplier with a view to the manufacture of the Products and/or the performance of the Services, the Supplier shall ensure that its staff, as well as its own suppliers and subcontractors, comply with said instructions and shall ensure that the relevant members of staff participate in the training at its own expense.

5.2 The Supplier (i) certifies that it complies with the applicable laws and regulations in force, and (ii) guarantees the compliance of its suppliers and/or subcontractors with the requirements set out by EVENPLAST (specifications, where applicable).

5.3 The Supplier guarantees the Products and Services ordered under the conditions and for the periods provided for by law, unless it applies more favourable warranty conditions.

5.4 In the event of any modification made by the Supplier to any Product(s), Service(s), specification(s) or production process(es), the Supplier shall inform EVENPLAST as soon as possible and prior to any application to one or more Orders, giving at least ONE (1) month's notice. Any modification must be expressly accepted in advance by EVENPLAST in writing.

5.5 It is understood that full payment for the Order does not exclude the Supplier's liability and/or warranty, which shall remain in full force and effect until the end of the legal and contractual warranty period, in particular with regard to the warranty against hidden defects and the warranty against defective products (Articles 1641 et seq. and 1245 et seq. of the French Civil Code, respectively).

5.6 In the event of refusal to accept the Products and/or Services, and/or a request for application of the legal or contractual warranty, whether for defect or non-conformity of the Products and/or Services, EVENPLAST shall inform the Supplier within a reasonable period of time from the discovery of the defect, and the Supplier shall then make its position known as soon as possible and within a maximum of FIVE (5) working days from the date of notification by EVENPLAST of the non-conformity. EVENPLAST reserves the right to pass on to the Supplier all direct and indirect costs incurred by EVENPLAST as a result of the non-conformity.

5.7 Any defective or non-compliant Product and/or Service shall, at EVENPLAST's discretion, be (i) replaced/repared/completed/redone free of charge and without delay by the Supplier in order to bring the Order into compliance, (ii) reimbursed to EVENPLAST if the latter decides to cancel the Order, or (iii) replaced/redone by another supplier chosen by EVENPLAST at the Supplier's expense if it appears that the Product and/or Service cannot be replaced without delay and that there is a risk of disruption to EVENPLAST's production as a result.

5.8 Products rejected by EVENPLAST due to defects or non-compliance shall remain on its premises at the Supplier's risk until they are removed by the Supplier, with the return being at the Supplier's expense and risk.

ARTICLE 6 : LIABILITY - INSURANCE

6.1 The Supplier assumes full and complete responsibility for the execution of the Order, including the manufacture and delivery of the Products/ performance of the Services, in accordance with best practice and in compliance with all applicable regulations, in particular in accordance with Article 5 of the GTC, including if it uses third-party suppliers and/or subcontractors.

6.2 It is expressly agreed, notwithstanding any clause to the contrary in the Supplier's GTC, (i) that the Supplier remains bound by the legal guarantees relating to sales, (ii) that in the event of non-performance and/or breach by the Supplier of any of its contractual obligations, it shall compensate EVENPLAST for the entire loss suffered as a result, without any ceiling and/or exclusion and/or limitation of liability being enforceable against EVENPLAST. The Supplier shall therefore compensate EVENPLAST for any direct and/or indirect, consequential and/or non-consequential, tangible and/or intangible damage suffered by EVENPLAST, including in particular costs, expenses, compensation and any other consequences, whether financial or otherwise, suffered by EVENPLAST, including damage to its image and/or loss of turnover, in particular due to the non-conformity of the Products and/or Services.

6.3 In the event of intervention by the Supplier or one of its agents (including carriers) on EVENPLAST's premises undertakes to respect (and to ensure

that its employees comply with the standards, rules and procedures in force at EVENPLAST, particularly with regard to health and safety. In this respect, it undertakes to familiarise itself with and comply with EVENPLAST's prevention plan, in particular by implementing the safety and risk prevention measures contained therein. In addition, the Supplier undertakes to inform its staff and/or subcontractors of these rules and guarantees that they will be complied with by its staff and/or subcontractors, including its carriers.

6.4 The Supplier shall take personal responsibility for complying with the laws, regulations and standards applicable to it, in particular its social and tax obligations, and shall carry out its activities independently. As such, the Supplier (i) must take out an insurance policy covering the consequences of its civil liability arising from its activities and the products it manufactures or which are entrusted to it for subcontracting work, which it declares, and undertakes in this respect to provide a copy to EVENPLAST upon confirmation of the first Order, and then at any time upon request, and (ii) undertakes to use regularly employed staff, in particular with regard to Articles L. 3243-2, L. 1221-10 and L. 8251-1 et seq. of the French Labour Code. Consequently, the Supplier shall provide EVENPLAST, at its request, with the documents required by the Labour Code, in particular those provided for in Articles D. 8222-1 et seq., at the time of the Order and every SIX (6) months during its execution. The Supplier must ensure that representatives of the official authorities, in accordance with the regulations in force, have free access to its premises, that all documents relating to the Order are made available to them and that they are provided with all facilities enabling them to carry out their duties.

ARTICLE 7 : ETHICS - PROTECTION OF PERSONAL DATA

7.1.1 The Supplier undertakes to respect and ensure that all its employees, suppliers, subcontractors and staff respect human rights and international labour standards, and in particular the commitments defined in terms of ethics and sustainable development in (i) the EVENPLAST Code of Conduct, (ii) the Responsible Purchasing and Sustainable Development Charter, and (iii) the Anti-Corruption Code of Conduct, which have been communicated to them and are available at the following address : <https://www.evenplast.com/rse/>.

7.1.2 To ensure the proper application of these ethical principles, EVENPLAST may invite the Supplier to conduct a self-assessment. The costs relating to the registration or assessment of the Supplier shall remain at the Supplier's expense in all cases. EVENPLAST may also request to carry out an on-site audit of the Supplier and any subcontractors in order to ensure the proper application of these ethical principles, with the audit costs being borne by the Supplier if the audit reveals one or more non-compliances with these ethical principles. If the results of the Supplier's assessment or audit do not comply with these ethical principles, EVENPLAST may propose an action plan to the Supplier to assist it in improving its practices. In the event that the Supplier is unable to comply with any of the principles and/or requirements set out above, or refuses to implement them, or in the event of refusal to submit to an online assessment or on-site audit at the request of EVENPLAST, EVENPLAST reserves the right to terminate the Contract for breach of contract and without compensation due to the Supplier.

7.2 Each Party undertakes to comply with the legal and regulatory provisions in force, and in particular those applicable to the protection of personal data. In this respect, each Party specifies that the purpose of processing personal data concerning the other Party (including all natural persons concerned by that Party) is to fulfil the Order, for its duration and during the appeal period after its termination.

7.3 Each Party undertakes to take appropriate measures in view of the risk involved to ensure the confidentiality, integrity and security of the data thus collected, which shall under no circumstances be transferred to any third party that does not provide the same guarantees within or outside the territory of the European Union. It reiterates that the other Party (including all natural persons concerned by that Party) has the right to access, rectify, transfer, delete and erase their personal data and to minimise its processing, as well as the right to define post-mortem guidelines. Each Party (including all natural persons concerned by that Party) also has the right to object to the processing on legitimate grounds, and at any time in the context of commercial prospecting, as well as the right to lodge a complaint with the competent personal data protection authority (in France, the CNIL). These rights may be exercised at the following addresses: EVENPLAST, 44 Allée des Tilleuls, RIOTORD (43220), and/or at ethics@evenplast.com.

ARTICLE 8 : CONFIDENTIALITY

8.1 The Supplier undertakes not to disclose and to keep confidential, as trade secrets, any information of any kind whatsoever, in any form whatsoever, in particular technical, economic and commercial information, including the Order, its price, any discounts, the Products delivered to it and/or Services provided, prior to or after the conclusion of the Contract by EVENPLAST (the 'Confidential Information'), throughout the term of the Contract and for a period of THREE (3) years from its termination for any reason whatsoever. The Supplier undertakes to return to EVENPLAST, at its request, any document or medium of any nature and form whatsoever containing Confidential Information. It is expressly agreed that the identity and contact details of EVENPLAST's suppliers, subcontractors and customers are trade secrets which remain, as such, confidential.

8.2 The Supplier undertakes (i) to disclose Confidential Information only to persons (including members of its staff and/or subcontractors) who need to know it for the performance of the Order; (ii) not to disclose and/or communicate the Confidential Information transmitted to third parties without the prior express written authorisation of EVENPLAST; (iii) to implement measures to ensure the integrity, confidentiality and security of Confidential Information at least equivalent to those implemented for its own confidential information; and (iv) not to make any industrial or commercial use of such information other than that strictly limited to the execution of Orders.

8.3 The Supplier shall ensure that its suppliers, subcontractors and/or personnel who need to know the Confidential Information comply with this confidentiality undertaking and undertakes to do everything in its power to ensure that it is fully complied with.

ARTICLE 9 : INTELLECTUAL PROPERTY RIGHTS

9.1 Unless otherwise expressly agreed in writing by the Parties, Confidential Information, trademarks, designs and models, patents, symbols, logos, distinctive signs and any other intellectual property rights of EVENPLAST, including, but not limited to, specifications, media, documents, know-how, technical data sheets, databases, studies, plans and projects, images, photographs and illustrations, and more generally any item transmitted by EVENPLAST to the Supplier (the 'Intellectual Property Rights'), remain the exclusive property of EVENPLAST or of third parties who have granted EVENPLAST a right to exploit and/or use them, and must be returned at EVENPLAST's request at the end of the Contract: no transfer of Intellectual Property Rights is granted.

9.2 The Supplier guarantees to EVENPLAST that the Products and results of the Services may be freely used by EVENPLAST without their use or assembly infringing, directly or indirectly, on the intellectual property rights of any third party.

9.3 Transfer of rights: **9.3.1** Unless otherwise expressly agreed in writing by the Parties, if (i) EVENPLAST remunerates the Supplier in any way whatsoever for the development or design of the Products and/or Services, in particular under the specifications, and/or the provision of intellectual services such as feasibility studies, research and development, where applicable, giving rise to the creation of new intellectual property rights specific to the Products and/or Services, and/or if (ii) EVENPLAST contributes substantially to the development, production or design of such Products or Services, including in the context of the development of specific know-how, then the Supplier shall transfer to EVENPLAST all new intellectual property rights thus created, within EVENPLAST's field of activity, on a definitive and exclusive basis, for any process and any medium whatsoever, worldwide and for the entire duration of the legal protection of the right concerned.

9.3.2 With regard to the transfer of copyright, the Supplier undertakes to transfer to EVENPLAST the right to exploit, represent and reproduce, adapt, arrange and modify for any technical, commercial, marketing or other reason, to correct, translate into any language and any language, including computer languages, to publish and market all or part of the work and, in general, all economic rights attached to the right concerned, marketing or other considerations, correction, translation into any language and any languages, including computer languages, publication, marketing of all or part of the work and, in general, all economic rights attached to copyright and related rights, directly or indirectly, on any material or immaterial medium known or unknown to date, by any technical means. EVENPLAST may freely dispose of them, exploit them or transfer them.

9.3.3 With regard to the transfer of creations that may be protected by industrial property rights, including patents, trademarks or designs, the

Supplier undertakes to transfer full ownership to EVENPLAST within its field of activity. These property rights may be freely transferred by EVENPLAST, in whole or in part, to third parties. This transfer of rights also includes the right to file, register and exploit (including the right to use, license and, where applicable, transfer) the creations as patents or designs, as well as trademarks or other distinctive signs, and domain names in particular, both in France and abroad.

9.3.4 The price agreed in the Contract includes this transfer of intellectual property rights and the transfer of all physical media relating to the creations, which become the full and entire property of EVENPLAST, which may dispose of them as it sees fit.

9.3.5 The Supplier guarantees EVENPLAST that the intellectual property rights transferred, the Services and the Products may be freely supplied, used and exploited by EVENPLAST without their use and/or assembly infringing, directly or indirectly, the intellectual property rights of any third party. The Supplier also guarantees that photographs of the Products may be reproduced on any medium, including the Internet. In this respect, the Supplier shall indemnify EVENPLAST for all costs incurred and damages suffered as a result of any claims, complaints and/or evictions by third parties relating to the intellectual property rights of the intellectual property rights transferred and/or the Products.

9.3.6 In the event that EVENPLAST is no longer able to use or exploit the Products in accordance with their intended purpose due to claims, complaints and/or evictions by third parties relating to the intellectual property rights transferred and/or the Products, the Supplier shall, at its own expense and at EVENPLAST's discretion: (i) obtain for EVENPLAST the right to dispose of the rights and/or Products concerned, or (ii) replace or modify the elements concerned so that they no longer infringe the rights of third parties, provided that the replacement or modification offers substantially the same functional, operational and performance characteristics as the original elements. If neither of these options is feasible or commercially reasonable, EVENPLAST may automatically and ipso jure terminate the Contract upon notification, in which case the Supplier shall be liable for compensation equivalent to the sums paid by EVENPLAST under the Contract, without prejudice to any other right to compensation and/or legal action available to EVENPLAST.

9.4 The infringement of Intellectual Property Rights constitutes major economic and moral damage to EVENPLAST as well as a real risk to its customers, which the Supplier acknowledges. The Supplier shall therefore refrain from any action or reluctance that may affect the Intellectual Property Rights without obtaining the express written consent of EVENPLAST. It undertakes to inform EVENPLAST of any element that may infringe upon them and to assist EVENPLAST in defending its rights.

9.5 Unless expressly authorised in writing by EVENPLAST, the Supplier is not authorised to use and/or reproduce the name and/or any distinctive sign of EVENPLAST as a commercial reference in its communications of any kind and on any medium.

ARTICLE 10 : NON-SOLICITATION - NON - DEPARTURE

10.1 The Supplier undertakes, throughout the term of the Contract and for TWELVE (12) months following its termination for any reason whatsoever, not to work, directly or indirectly, in any capacity whatsoever with customers introduced by EVENPLAST under the Contract, in all geographical areas where EVENPLAST directly or indirectly carries out its business, including active prospecting (the 'Territory' comprising, at a minimum, mainland France).

10.2 The Supplier also undertakes, throughout the term of the Contract and for TWENTY-FOUR (24) months following the termination of the contractual relationship, for any reason whatsoever, unless EVENPLAST has given its prior written consent, from making, directly or indirectly, offers of employment to any employee and/or partner and/or subcontractor of EVENPLAST, or from taking them into its service, and/or from having them work, under any status and in any capacity whatsoever, in the Territory, with a view to selling Products.

ARTICLE 11 : PENALTY CLAUSE

11.1 In the event of a breach of any of its obligations under Articles 7, 8, 9 and/or 10.1, the Supplier shall be liable to EVENPLAST for a penalty equal to (at EVENPLAST's discretion) (i) EIGHTY-FIVE PERCENT (85%) of the margin realised by the Supplier in respect of the activity carried out in breach of the said obligation, or (ii) SEVENTY PERCENT (70%) of the pre-tax amount of the contract/order concerned. The Supplier undertakes to provide EVENPLAST,

upon first request notified to the Supplier, with the accounting documents enabling the calculation of the penalty, and in particular the relevant customer ledgers. This penalty shall apply automatically and as of right, without prejudice to any other rights and remedies available to EVENPLAST.

11.2 In the event of a breach by the Supplier of the non-solicitation commitment (10.2), the Supplier shall be liable to EVENPLAST, automatically and as of right, as a penalty clause, for compensation equal to the gross remuneration of the employee concerned paid over the TWENTY-FOUR (24) months preceding their departure, without prejudice to any other rights and remedies available to EVENPLAST, including additional damages.

ARTICLE 12 : FORECLOSURE - STATUTE OF LIMITATIONS

The foreclosure and/or statute of limitations periods applicable to the Parties under common law shall apply to any claim for liability and/or request for enforcement of EVENPLAST's legal warranty (except where the commercial warranty period is longer) against the Supplier.

ARTICLE 13 : CHANGE OF CONTROL

The Contract is concluded intuitu personae with regard to the Supplier. Consequently, the Supplier shall refrain from assigning and/or transferring the Contract to a third party by any means whatsoever, unless EVENPLAST has given its prior written consent. Furthermore, any change of control of the Supplier, control being understood within the meaning of Article L. 233-3 of the French Commercial Code, must be notified in advance to EVENPLAST, no later than two (2) months before the completion of the said change of control. In this context, in the event of a takeover of the Supplier by a competitor (current or potential) of EVENPLAST, the latter may terminate the Contract, without any right to compensation due to the Supplier, automatically and upon notification, within two (2) months of notification of the said transaction. In any event, in the absence of prior notification of a change of control of the Supplier in accordance with this article, EVENPLAST shall be free, if it so wishes, to terminate the Contract immediately at the Supplier's fault, automatically and upon notification.

ARTICLE 14 : MAJOR FORCE

In the event of a force majeure affecting either Party for a period exceeding THIRTY (30) days, EVENPLAST may terminate the Contract automatically and as of right upon notification, without any compensation being due by either party. In the event of force majeure preventing the performance of its obligations under the Contract, the Supplier undertakes to make its best efforts to minimise the consequences for EVENPLAST. Only cases of force majeure within the meaning of Article 1218 of the Civil Code and applicable French case law may be considered as falling under the force majeure regime, to the exclusion of any other event.

ARTICLE 15 : AUTONOMY OF CLAUSES - NON-WAIVER

15.1 In the event that any provision of the Contract becomes void, is declared void, prohibited, impossible or ineffective, the validity of the other provisions of the Contract shall not be affected. In this case, the Parties shall endeavour to renegotiate in good faith a clause with equivalent legal and economic effects.

15.2 Failure by either Party to assert a right or take action shall in no way be considered a waiver of that right or action.

ARTICLE 16 : TERM - TERMINATION

16.1 The Contract is concluded for the period necessary for the execution of the Order, with the express exclusion of any tacit renewal or extension, and any tacit renewal, including in the event of the continuation of relations between the Parties after the initial term of the Contract.

16.2 EVENPLAST may terminate the Contract automatically and as of right in the event of non-performance by the Supplier of all or part of its obligations under the Order and in particular Articles 2, 3, 4, 5, 6, 7, 8, 9, 10 and/or 13 of the GTC, after a formal notice sent by registered letter with acknowledgement of receipt has remained unsuccessful at the end of a period of THIRTY (30) days following receipt of the formal notice if the non-performance is remediable.

ARTICLE 17 : APPLICABLE LAW AND JURISDICTION

17.1 The GTC are governed by French law, excluding any conflict of laws that would involve the application of another law. The Vienna Convention of 11 April 1980 on the International Sale of Goods (CISG) does not apply.

17.2 IN THE ABSENCE OF AN AMICABLE SETTLEMENT WITHIN THIRTY (30) DAYS OF ITS OCCURRENCE, ANY DISPUTE BETWEEN EVENPLAST AND THE SUPPLIER ARISING FROM THE CONTRACT AND/OR IN CONNECTION WITH THE ORDER AND/OR THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL

COURT OF PUY-EN-VELAY.

Supplier's stamp, date and signature of the authorised representative, preceded by the words 'approved for acceptance':

APPENDIX - LOGISTICS

Deliveries without prior appointment, late cancellations of appointments, booking of unavailable slots and delays generate immediate costs and risks for EVENPLAST, particularly in terms of disruption to its business. Consequently, in such situations, the following penalties shall apply, under the conditions detailed below and in accordance with the GTC, as applicable.

DEFAULTS (depending on the case and the Supplier)	TOLERANCE	PENALTY	CEILING
Delivery without prior appointment by the carrier/supplier to EVENPLAST	0	1% of the total amount excluding VAT of the Order concerned	10% of the total order amount.
Cancellation of delivery appointments by the supplier/carrier	No later than 48 hours in advance.	Cost of labour engaged for unloading	
Appointment made by the carrier/supplier during an unavailable time slot (failure by the supplier to check the availability of the time slot with EVENPLAST beforehand)	0	150€	
Delay in delivery of the Product/performance of the service by the Supplier	Maximum delay of 24 hours.	1% of the total amount excluding VAT of the Order concerned per day of delay beyond 24 hours.	

Furthermore, in these various scenarios, the carrier/service provider/supplier may not charge EVENPLAST any costs, in particular downtime costs, as these are the result of the carrier/service provider/supplier's own actions and therefore remain their sole responsibility.

In the event of repeated failure on the part of the Supplier, EVENPLAST reserves the right, in all circumstances and in addition to the right to compensation detailed in the table above, to cancel orders and refuse delivery of the products, without any compensation being due by EVENPLAST and without prejudice to any other rights and remedies available to it. In this case, the sums and terms indicated in this article remain payable by the Supplier.

The said compensation is non-exclusive and without prejudice to any other rights and remedies available to EVENPLAST.