

# GENERAL TERMS OF PURCHASE

## 1. SCOPE

These General Terms of Purchase (the "GTP") apply, if there is no specific contract duly signed by the PARTIES, to all purchases made by MOUVEX, a French simplified joint stock company (société par actions simplifiée) with share capital of 8,496,855 Euros, incorporated on the Trade and Companies Register of Auxerre under No. 389 236 548, whose activity is the manufacture and marketing of metallurgy articles and products, and in particular pumps and compressors (hereafter the "CLIENT").

## 2. DEFINITIONS

In these GTP, the terms below are defined as follows:

- "CLIENT" refers to the MOUVEX Company.
- "SUPPLIER" refers to any public or private business, with the exception of private individuals, pursuing an economic activity using appropriate personnel, premises and equipment, under contract to supply EQUIPMENT and/or services to the CLIENT in return for payment.
- "EQUIPMENT" refers to the products and documentation supplied by the SUPPLIER under the CONTRACT.
- "CONTRACT" refers to the contractual whole existing between the SUPPLIER and the CLIENT, hereafter the "PARTIES". The CONTRACT comprises the following:
  - The particular conditions,
  - These GTP,
  - Specific Instruction Notes,
  - The technical and administrative specifications and rules defining the procedures to be complied with by each of the PARTIES for the proper fulfilment of the CONTRACT.

In the event of discrepancy or contradiction between the provisions of one or more contract documents, the order of priority is that given by the list set out above.

These definitions are valid for both singular and plural.

## 3. CONFIDENTIALITY INDUSTRIAL AND INTELLECTUAL PROPERTY

**3.1** The SUPPLIER warrants that it has all intellectual property rights necessary for the proper fulfilment of the CONTRACT. Should any legal action be initiated by third parties, to forbid, limit or modify the marketing or sale of the said EQUIPMENT, the SUPPLIER would be solely liable for any adverse consequences arising from that action. It would furthermore owe the CLIENT reparation for all harm caused to them on account of the failure in whole or in part to fulfil the CONTRACT, including damages that the CLIENT might have occasion to pay, through being unable to meet its commitments. In all cases of proceedings taken out against them, the CLIENT reserves the right to automatically terminate the pending CONTRACT by sending an ordinary registered letter with request for acknowledgment of receipt, reserving all rights and recourse against the SUPPLIER.

**3.2** In cases of production of tools the industrial property rights of the SUPPLIER and, in the eventuality of a default on its part, without prejudice to the provisions of Article 3.1, the SUPPLIER expressly and automatically authorises the CLIENT to complete or have completed the tools and/or to produce the parts to be used for the production of these tools, the SUPPLIER taking on an obligation to provide the CLIENT with the plans allowing the manufacture of the tools, machines or parts.

**3.3.** The SUPPLIER is required to observe professional confidentiality. All information communicated by the CLIENT is deemed to be confidential. It may not be communicated by the SUPPLIER to persons other than to those among its personnel who are so authorised. It may not be recopied, reproduced, passed on or communicated in any way whatever by the SUPPLIER to third parties, or used for purposes other than those for which they were intended, without the prior authorisation in writing of the CLIENT. The SUPPLIER must in particular take all steps for the specifications, formulae, designs, plans, and directives relating to the orders of the CLIENT not to be communicated or divulged to a third party, either by themselves or by employees, permanent or occasional collaborators, suppliers or subcontractors. This obligation for confidentiality shall be kept beyond the period of fulfilment of the order, for a period of 15 years. As from the end of the fulfilment of the order, the SUPPLIER undertakes to immediately return, at the request of the CLIENT, any document relating thereto.

**3.4.** In a general way, as soon as one of the PARTIES is made

aware of the fact that the fulfilment of the CONTRACT may compromise the industrial property rights of third parties, or at the earliest sign of action by a third-party against the CLIENT or against the SUPPLIER, the PARTIES shall pass on to each other all information and matter that may affect these rights.

**3.5** The CONTRACT entails no transfer of intellectual property rights or any authorisation for use of any content of the intellectual property of the CLIENT,

**3.6.** The SUPPLIER may not use the brands of the CLIENT for advertising purposes without its prior agreement in writing.

## 4. WARRANTIES

**4.1.** Delivery of the orders, this to include where a delivery note is signed without reservation, does not discharge the SUPPLIER from the warranty obligation.

**4.2** On the expiry of the contractual warranty, the SUPPLIER shall nonetheless remain liable for all consequences, direct or indirect, of hidden faults or defects that might affect the EQUIPMENT. Any clause seeking to lower its legal warranty is deemed to be unwritten.

**4.3.** In fulfilling orders, the SUPPLIER warrants in particular that the EQUIPMENT supplied (including packaging) complies with the plans, specifications and instructions of the CLIENT and, for characteristics not specified, to standard parts accepted by the CLIENT. Any technical modification, however minor, must be covered by a numbered amendment to the order, issued by the purchasing department of the CLIENT.

**4.4.** Any non-compliant EQUIPMENT may be returned to the SUPPLIER at their expense and risk. In the event of disputes relating to an order, costs of retention and return of non-compliant goods are to be borne by the SUPPLIER, without prejudice to any subsequent compensation. The SUPPLIER must take back at their own expense the EQUIPMENT refused within thirty (30) days, as from notification of the refusal of the supply. After this time, the EQUIPMENT refused will be disposed of. The SUPPLIER is obliged to bear all costs (scrapping, storage, sorting, adjustments, tool breakages, breakdowns, halted production, catch-up work, penalties, etc.) incurred by the CLIENT on account of the non-compliance of the EQUIPMENT. Furthermore, in case of non-compliant delivery, the CLIENT has the option of cancelling the order or its phasing in accordance with Article 13 of these GTP and may then proceed to purchase the EQUIPMENT from another SUPPLIER. Any extra cost arising from this new order is to be borne by the defaulting SUPPLIER.

**4.5.** The SUPPLIER is wholly liable for the design and/or manufacture of their supply, as described in the order, or as defined at the start of the EQUIPMENT development, in particular and in accordance with the SUPPLIER's fields of competence. The SUPPLIER is responsible for the technical decisions concerning its supply, whatever assistance is procured by the CLIENT in the course of development, even if the EQUIPMENT has been accepted by the CLIENT at the time of the examination procedure of sample parts.

**4.6.** The SUPPLIER guarantees its supply as free of any defect or operating fault, visible or concealed, arising from faulty design, material or manufacture, pro rata to its liability and corresponding to the obligations of the CLIENT towards the purchaser of the EQUIPMENT incorporating the EQUIPMENT, without prejudice to any consequences, direct or indirect, falling on the CLIENT. The conditions for implementation of this warranty commence on the commissioning at the CLIENT's end user and may be supplemented in a specific document sent by the purchasing department of the CLIENT.

**4.7.** Insofar as the CLIENT, or its client, may decide to recall an item of EQUIPMENT or a part of that EQUIPMENT, the SUPPLIER shall compensate the CLIENT, pro rata to its liability, for all harms suffered by the CLIENT.

**4.8.** The SUPPLIER warrants that it is covered by an insurance policy for all liabilities falling on it in the fulfilment of the CONTRACT and orders, and supporting documents must be included in the CONTRACT on request.

The SUPPLIER is to bear alone all consequences for failure to comply with its obligations arising from the CONTRACT.

**4.9.** Should an expert report be required for implementation of the warranties, the SUPPLIER, if its liability is incurred, is to bear all costs relating thereto, in particular travel expenses, waiting times, provision of means to carry out the work and checks, and disassembly and reassembly operations.

## 5. FULFILMENT OF ORDERS

**5.1.** The SUPPLIER undertakes to honour all orders and ensure

the delivery requested on the date stated on the purchase order.

**5.2.** Unless there is a particular reference on the purchase order, the CLIENT has in no circumstances any commitment regarding a minimum order volume or amount.

**5.3.** Orders may not be carried out wholly or in part by a subcontractor of the SUPPLIER without the prior agreement in writing of the CLIENT. Should the CLIENT agree to subcontracting by a third party of all or part of the order, the SUPPLIER shall remain solely liable towards the CLIENT for the fulfilment of the service by the subcontractor and undertakes that the subcontractor shall comply with these GTP.

## **6. DELIVERY TIME**

Delivery time is a factor that is inseparable from and essential to the other order terms. It must be stated on the purchase order or specified by the logistics department of the CLIENT. It is for the SUPPLIER to make all arrangements to comply with it, both as regards the EQUIPMENT in the strict sense and for any technical, administrative and shipping documents laid down. The SUPPLIER agrees not to deliver the EQUIPMENT before the planned date without the express authorisation of the CLIENT and undertakes to bear all costs relating to this early delivery. In the event of late delivery, the CLIENT reserves the right to apply penalties of 0.1% for each day late, not however to exceed 7% of the total of the order exclusive of tax, in addition to the covering costs arising from this delay. Any delayed delivery may give the CLIENT cause to apply Article 12 hereof, and the CLIENT would then have the option to proceed to purchase the EQUIPMENT from another SUPPLIER. Any extra cost arising from this new order shall be borne by the defaulting SUPPLIER. The CLIENT shall have the option to proceed immediately and without notice, to be supplied with the EQUIPMENT by another SUPPLIER where late delivery of EQUIPMENT comes under supply in "sequenced series". In cases of annual sequenced contracts, deliveries to the CLIENT may only be made when formally called for and documented by the CLIENT.

## **7. PRICE, INVOICING AND TERMS OF PAYMENT**

**7.1.** Unless stipulated otherwise in the order, prices are firm and non-revisable and are "Delivered Duty Paid" (DDP) to our factory (as in the INCOTERMS®2010 definition).

**7.2.** All changes to payment and delivery terms must have the prior agreement in writing of the CLIENT.

**7.3.** The invoice must state, in addition to the CLIENT's order number, all information appearing on the order enabling identification and checking of the EQUIPMENT. The invoice must be sent to the invoicing address shown on the front of the order.

**7.4.** Unless stipulated otherwise, all purchases by the CLIENT are payable forty-five (45) days after month-end.

**7.5.** The CLIENT expressly reserves the right to automatically retain, when settling the SUPPLIER's invoices, any sums that the SUPPLIER may owe the CLIENT for whatever reason.

**7.6.** The SUPPLIER undertakes to give prior notice to the CLIENT of any assignment of receivables by "Daily" form. Unless expressly so agreed with the CLIENT, the SUPPLIER agrees not to assign its receivables on the CLIENT by any other means.

## **8. PACKAGING AND SHIPPING DOCUMENTS**

### **8.1. Packaging:**

**8.1.1.** Type: All deliveries must be made with the packaging specified by the CLIENT and, where there are no indications, in accordance with the norms and standards in force in the European Union. Packaging must comply in its type and materials with the norms, regulations and standards of the European Union. Deterioration of the supply resulting from unsuitable packaging will be the liability of the SUPPLIER.

**8.1.2.** Note: Returnable packaging must be clearly and individually identified by the SUPPLIER. Each unit of packaging must, if necessary, show clearly on the outside the information laid down by the regulations in force in the European Union, and the information on particular storage conditions. Each unit of packaging shall in addition bear the information giving the CLIENT's order number, the number of the order line, the name of the EQUIPMENT, the quantity supplied or the gross or net weight.

**8.2.** Shipping documents - The SUPPLIER must enclose with the consignment a detailed list giving the packing data and the type of packaging, and the information shown on the order enabling identification of the EQUIPMENT and quantitative control.

## **9. RECEPTION - RISKS**

**9.1.** Unless a clause to the contrary appears on the purchase order, reception always takes place on the premises of the CLIENT, on working days and during working hours. No deliveries

will be accepted outside these days and times. The CLIENT reserves the right to carry out any checks on the EQUIPMENT prior to its delivery, on the premises of the SUPPLIER, and on the premises of the CLIENT after delivery, this option not however diminishing the warranties granted by the SUPPLIER.

**9.2.** In particular, the CLIENT reserves the right to refuse the EQUIPMENT, by ordinary letter or email, in the event of failure to comply with the dates and times for delivery or incomplete or excess delivery.

**9.3.** Whatever the transportation arrangements, transfer of risk on the EQUIPMENT delivered is delayed until final reception at the place stated on the order.

## **10. TRANSFER OF OWNERSHIP**

**10.1** The CLIENT is the owner of the EQUIPMENT ordered as from when it is individually identified on the premises of the SUPPLIER who undertakes to uphold in all circumstances its right of ownership. The CLIENT refuses any title retention clause with the direct or indirect effect of making transfer of ownership of the EQUIPMENT in any way whatever subject to payment of all or part of the price. Where raw materials, or semi-finished products, to be sourced by the SUPPLIER are financed in part, they automatically and with no formality become the property of the CLIENT on the corresponding part of the price. The SUPPLIER, as depositary, undertakes to use every means at its disposal to individually identify those materials and semi-finished products, in particular by placing any labels bearing the name of the CLIENT.

**10.2** With regard to moulds, tools or machines, produced by the SUPPLIER on behalf of the CLIENT, these tools, and the intellectual or industrial property rights relating to them will become the property of the CLIENT as they are produced and may not be retained by the SUPPLIER, or seized by a creditor of the SUPPLIER. The SUPPLIER, as depositary, undertakes to use every means at its disposal to individually identify these moulds, tools or machines, in particular by placing a metal label or cold stamping with the words "Non-seizable property of the client".

**10.3** Where moulds, tools or machines are stored by the CLIENT with the SUPPLIER, under subcontracting arrangements:

**10.3.1** The moulds, tools or machines are and remain the exclusive property of the CLIENT who may remove them at any time.

**10.3.2** The moulds, tools or machines are to be used exclusively for the fulfilment of the orders from the CLIENT.

**10.3.3** The SUPPLIER has responsibility for maintenance and preventive and curative adjustments required for the proper operation of the moulds, tools or machines.

**10.3.4** Unless agreed otherwise, the SUPPLIER takes on all risks to the moulds, tools or machines, and all risks arising from their use. The SUPPLIER shall insure the moulds, tools or machines against any damage that might be caused to them (including theft), for a sum at least equal to their replacement value, and against any harm that they might cause third parties.

## **11. COMPLIANCE**

**11.1.** The SUPPLIER declares that they have a quality and traceability policy complying with the requirements of the CONTRACT and at all events allowing them to pursue its business activity at a high level as regards current professional practice. The SUPPLIER undertakes to allow the CLIENT to visit production sites for checking.

**11.2** The SUPPLIER undertakes to respect and comply with all national, European and/or international laws against corruption, and in particular French, European and American laws (U.S. Foreign Corrupt Practices Act) and the OECD anti-Bribery convention.

**11.3.** The SUPPLIER declares and warrants that they have not or will not make, will not authorise, or propose making, directly or indirectly, any loan, gift, any donation or any payment of any sort, or assign any item of value to any legal or natural person and/or any member of governments, local authorities, administrations or political party members or candidates, (hereafter "Public/Elected Official"), with the aim of (a) influencing any action or decision and/or (b) have that person refrain from carrying out any act within the scope of their functions or perform any illegal act or one contrary to the acts within the scope of their functions, and/or (c) have that person use their influence with third-parties so as to facilitate the performance of the obligations of the SUPPLIER under this CONTRACT.

**11.4.** The SUPPLIER undertakes to keep accounts and archives accurately and fairly reflecting all financial transactions and use of funds under this CONTRACT. The SUPPLIER certifies that any information or document sent to the CLIENT in the course of carrying out each order is complete and consistent with reality.

**11.5.** The SUPPLIER warrants that they comply with all laws and regulations in force, in particular with regard to Articles L. 8 222-1 et seq. and R. 8222-1 et seq. of the Labour Code on action to combat concealed employment. It is specified that the teams of the SUPPLIER remain under the exclusive responsibility of the SUPPLIER.

**11.6.** The SUPPLIER warrants that they comply with the principles of the fundamental conventions of the ILO, namely C29 and C105 on the abolition of forced labour, C138 and C182 on elimination of child labour, C100 on C111 on equality and C87 and C98 on the freedom of association. In particular, the SUPPLIER certifies and attests that no EQUIPMENT purchased by the CLIENT and manufactured by the SUPPLIER themselves or by one of its subcontractors, was manufactured, assembled or packed with the use of forced labour, prison labour (other than as part of a legal programme), dangerous or concealed and/or the work of children under the age of 16. It being known that this age limit is stricter than that laid down by ILO Convention C138. They must supply only EQUIPMENT meeting all the conditions laid down by the laws and regulations of the country where they are manufactured and to which they are delivered. The SUPPLIER expressly acknowledges that they fulfil its social security and tax obligations as they relate to its status. The SUPPLIER furthermore undertakes to produce on demand documents that may prove the SUPPLIER's compliance with the above provisions, this clause being part of the substance of the CONTRACT. Supply of these documents is a resolutive condition hereof. Moreover, for any CONTRACT of more than six (6) months duration, the documents must be sent again to the CLIENT, every six (6) months, until the expiry of the CONTRACT. The SUPPLIER acknowledges that in the event of an infringement of this clause, the CLIENT may, among other forms of recourse, put an immediate end to this CONTRACT and cease all commercial relationships with the SUPPLIER with no future liability on the part of the CLIENT towards the SUPPLIER.

**11.7.** The SUPPLIER acknowledges that they have read and accepted the code of ethics of the Dover group, which may be consulted at [www.dovercorporation.com/about-us/our-governance/](http://www.dovercorporation.com/about-us/our-governance/) in the Governance section, and undertakes to comply with it.

**11.8.** The EQUIPMENT supplied and the SUPPLIER itself must comply with the European [EU2017/821] and American [Dodd-Frank Wall Street Reform and Consumer Protection Act – Section 1502] rules on minerals that may come from conflict-affected and high-risk areas.

**11.9.** Without prejudice to clause 11.2, products and/or components, including those of the CLIENT, and/or packaging and packaging components, must comply with regulations in force, in particular as regards labelling, health, safety and composition. The SUPPLIER undertakes to comply with the European REACH Regulation 1907/2006; the "RoHS" Directive 2002/95/EC, and Directive 94/62/EC on packaging and/or any other national, European and/or international rule arising from the transposition of these directives, hereafter the "REGULATIONS".

The SUPPLIER warrants that the products that it supplies contain no substances forbidden by the REGULATIONS and that all the substances, including the substances covered by REACH and contained in the products do not exceed the applicable concentration values in accordance with the REGULATIONS in force at the date of delivery of the Products, hereafter the "THRESHOLD RESTRICTIONS". The SUPPLIER shall send the CLIENT all documents showing that the THRESHOLD RESTRICTIONS are not exceeded and must declare the presence of any other substance(s) that are required to be notified to the authorities, to clients and/or recycling companies. Should there be an amendment of the REGULATIONS authorising or restricting a substance present in the EQUIPMENT, the SUPPLIER shall inform the CLIENT at least six (6) months before that amendment. The SUPPLIER shall certify the origin and traceability of the EQUIPMENT on demand by the CLIENT. Once the order is accepted, the SUPPLIER undertakes to make use of all quality means required for compliance with the level of quality demanded by the CLIENT or failing this for fulfilment thereof in accordance with best practice applying in the field of work engaged in.

## **12. FORCE MAJEURE**

The CLIENT may not be regarded as having failed in its contractual obligations insofar as this failure proceeds from an event beyond the CLIENT's control or that of its subcontractors, such an event not being reasonably foreseen at the time of entering into the CONTRACT, and which may not be reasonably avoided or overcome.

The following are regarded as cases of force majeure: Natural

disasters, extreme weather conditions, fires, strikes, work stoppages, epidemics, sabotage, seizure, power cuts, interruptions or delays in transport or means of communication, acts or regulations issued by public, civil or military authorities (including delays in obtaining authorisations or permits of any kind), embargos, general mobilisation, insurrection, requisitions, acts of terrorism, war, etc.

### Notification

The PARTY pleading a case of force majeure is to inform the other PARTY immediately by whatever means as soon as they learn of this event. They must provide all the evidence required, an explanation of the nature of the case of force majeure, state the foreseeable duration and inform the other PARTY of the steps taken or envisaged to bring this case of force majeure to an end. They must also inform the other PARTY immediately by whatever means of the end of the case of force majeure.

### Termination

The PARTIES are to endeavour to find, by mutual agreement, a solution to difficulties caused by the case of force. Should there be no agreement between the PARTIES and should the force majeure event last for over 120 days or if the fulfilment of the CONTRACT is made unreasonably onerous, either PARTY shall have the right to terminate the CONTRACT by giving the other PARTY notice of this by tracked mail.

## **13. CANCELLATION CLAUSE**

Should the SUPPLIER fail to fulfil any one of its contractual obligations, the sale may be automatically cancelled with no formality, if seen fit by the CLIENT, fifteen (15) days after formal warning by registered letter with acknowledgment of receipt, subject to any damages that may be claimed by the CLIENT.

## **14. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

French law alone is applicable to the interpretation and fulfilment of these GTP.

The PARTIES expressly agree that any dispute arising from the interpretation and fulfilment of the CONTRACT, should there be no amicable settlement, conciliation or arbitration, shall be brought before the Commercial Court of AUXERRE (89000).

### **NB**

These GTP cancel any printed or handwritten sales clauses conflicting with them unless specifically so agreed in writing by the CLIENT.