

## **VYNOVA Mazingarbe SAS - Special Conditions of Purchase**

### 1. Definitions

Buyer: VYNOVA Mazingarbe, Chemin des Soldats 62670 Mazingarbe (France), VAT number FR82351563978.

Products: products, installations and/or services of any kind

Seller: any natural and/or legal person from whom the Buyer purchases or intends to purchase Products

Contractor: any natural and/or legal person performing work and/or services for the Buyer

Subcontractor: any natural and/or legal person engaged by the contractor to perform work and/or services for the Buyer

Installations: all appliances, equipment, materials, installations or parts thereof which are delivered by the Seller to the Buyer and/or installed by the contractor on the Buyer's premises

### 2. Scope

2.1. These Special Conditions of Purchase form an integral part of the order ("Order") and apply in their entirety, unless agreed otherwise in writing.

2.2. These Special Conditions of Purchase are without prejudice to the applicability of the Buyer's General Conditions of Purchase, which continue to apply in full, except in the event of conflict with the Special Conditions of Purchase. In the latter case, the Special Conditions of Purchase have priority.

2.3. In the event of a conflict between the provisions of these Special Conditions and the provisions of the Specifications, the provisions of the Specifications shall have priority.

### **A. DELIVERY OF INSTALLATIONS**

#### 3. Warranty

3.1. Unless otherwise agreed in writing, the Installations are under warranty for 12 months after the provisional acceptance report in accordance with Article 4.2, with a maximum of 18 months after delivery. During this warranty period, any Installation that is found to be defective or faulty will be replaced or repaired free of charge, both in materials and workmanship, as soon as a warranty claim is made. The Installations thus repaired or replaced will in turn be guaranteed for 12 months, on the understanding that the total warranty period will not be less than 18 months.

3.2. The warranty for defects in design or construction is 10 (ten) years from the date of delivery.

#### 4. Delivery and acceptance

4.1. The Seller must inform the Buyer in writing two weeks before the Seller dispatches/makes available the installations to the Buyer.

The Buyer reserves the right to inspect the Installations at the Seller's premises. At the latest at the time of dispatch/being made available of the Installations, the complete technical file ("Technical File") must be submitted to the Buyer in digital and paper form, in accordance with the provisions of Articles 8 and 13.3 of the Special Conditions of Purchase. The Technical File must contain at least the documents specified in the checklist (see Appendix 1), supplemented where applicable by those described in the specifications sheet.

4.2. Provided that the provisions of Articles 4.1 and 6.2 of the Special Conditions of Purchase have been met with and that the inspection certificates referred to in Article 13.3 have been submitted, a Provisional Acceptance Report will be signed by both parties at the Seller's request after verification of the guaranteed performance and/or successful testing for 72 hours.

4.3. Provided that all the conditions of Article 4.2 are met, the Seller may request the signing of a Final Acceptance Report at the end of the guarantee period provided for in point 3 above.

#### 5. Delivery period

The Buyer reserves the right to postpone the shipping/handover/delivery of the Installations for a period of up to 3 months at no additional cost to the Buyer and without the Buyer being obliged to pay any compensation as a result.

#### 6. Bank guarantee

6.1. Advance payments will only be made by the Buyer once a bank guarantee, issued by a first-ranking bank and valid until delivery, has been provided at the Buyer's first request.

6.2. For each order with a value of more than €25,000, the Seller must provide a bank guarantee on first request, or at the latest on delivery. The bank guarantee must be issued by a first-ranking bank for an amount of at least 10% of the purchase price agreed in the order and must be valid for the entire warranty period as stated in point 3.1 of the Special Conditions of Purchase.

#### 7. Inspection costs for approval by an approved inspection body.

The costs of technical inspections for the approval of the Installations which must be carried out by an approved inspection body are payable by the Seller in all cases until Final Acceptance, unless otherwise agreed in writing.

## 8. Calculations and drawings

8.1. The specifications, calculations, general and detailed drawings relating to the Installations shall be subject to approval by the Buyer and, where applicable, by an approved inspection body, without this entailing any reduction in the Seller's liability or justifying an extension of the delivery period.

8.2. The drawings must be sent to the Buyer in digital form in accordance with the specifications in effect at the Buyer. They are available on request from the Buyer's research department.

## 9. Supplement(s) to orders

9.1. All deliveries of Products that must be made in addition to the Order at the express request of the Buyer must be the subject of a work order signed and approved by the Buyer.

9.2. Additional deliveries are made under the same conditions as the order.

## **B. EXECUTION OF WORK BY THIRD PARTIES**

### 10. Certificates to be provided by the contractor

Each contractor must submit the following documents to the Buyer three days before the start of the work:

- a) Certificate of Vigilance
- b) Certificate of registration in the register in its jurisdiction (Trade and Companies Register or register of trades)
- c) Tax certificate

The Buyer reserves the right to withhold 30% of the total invoice amount as long as the above-mentioned conditions are not met at the start of the work.

In addition, the Buyer reserves the right to bill the contractor for any fines that may be imposed on the Buyer as end user or contracting authority as a result of non-compliance with the obligation to give prior notification of the employment of agents/personnel in France to the social security administration.

### 11. Subcontractors

If the Contractor engages one or more subcontractors, it must, in addition to the certificates and documents referred to in point 10:

- a) have the written permission of the Buyer to do so;
- b) communicate to the Buyer the certificate of vigilance and registration of the subcontractor(s).

The Buyer reserves the right to withhold 30% of the total invoice amount as long as the above conditions are not met at the beginning of the work.

## 12. Insurance

12.1. The Seller/contractor undertakes to insure its business liability and its product liability with a recognised insurance company for at least 10 MILLION. The Seller/Contractor will produce an insurance certificate on request of the Buyer.

12.2. The Seller/contractor will also take out insurance covering industrial accidents for his employees and will have a waiver of recourse against the Buyer included in this policy. The Seller/contractor will produce an insurance certificate at the request of the Buyer. If the industrial accident insurer does not accept the waiver of recourse against the Buyer in writing, the Seller/contractor must indemnify the Buyer against all claims that may arise against the Buyer as a result.

12.3. The Seller/Contractor shall also indemnify the Buyer against any claim from a Subcontractor or its insurer.

## 13. Compliance with legal standards and regulations

13.1. The execution of the work must at least comply with the provisions of French and European standards and regulations (NBN / CE / EN, etc.), the labour code and all laws and regulations relating to subcontracting.

13.2. If the installations are installed in an area classified as a "hazardous area", they must also comply with the specific regulations applicable in that area. The contractor will receive the relevant zoning plans for this purpose from the Buyer.

13.3. The contractor must, whether or not in cooperation with the recognised inspection body, prove the conformity referred to in 13.1 and 13.2 by means of the necessary certificates, which must be provided to the Buyer on paper at the latest at the time of shipping/delivery, unless another time has been expressly agreed. If it has been agreed in the order that the Buyer shall provide such certificates, the Contractor shall comply strictly with the requirements laid down by the Buyer and the recognised inspection body engaged by the Buyer.

## 14. Contractor's liability

14.1. The contractor is liable for any loss or damage caused to the Buyer or third parties by the Installations, acts or negligence of the contractor, the subcontractor or their staff. The contractor indemnifies the Buyer against all claims by third parties.

14.2. If the Buyer intervenes with Subcontractors at the express request of the Contractor, such intervention shall not be binding on the Buyer in any way whatsoever.

### 15. General safety requirements

15.1. The contractor declares that it is aware of the general safety regulations applicable to the execution of work by third parties

15.2. In the event of a breach of the general safety regulations by the Contractor, the Subcontractor or their personnel, the Buyer shall be entitled to:

- stop the work without any right of payment for the contractor and without prejudice to the Buyer's right to damages for the loss suffered by the Buyer as a result; or
- deny access to the company to the persons concerned.

### 16. Duration of the work

The work and/or services shall be carried out without interruption, except in the event of abnormal weather conditions.

#### APPENDIX 1 TECHNICAL FILE

The technical file includes at least the following parts:

- overall plan and process schedules
- drawings, calculations and technical data sheets
- list of installations, standards and specifications
- certificates, test reports and EC certificates of conformity
- user/operating manual (in French), instructions and fault diagnosis
- maintenance manual (in French), instructions and troubleshooting plan
- at least 1 paper copy + 1 digital copy in .PDF (Adobe PDF) format; the digital file structured by means of bookmarks
- all drawings included in the technical file in original format as a PDF file (A4-A0) to be delivered separately in AutoCAD + .PDF
- 3D model in AutoCAD/Inventor
- digital file on USB stick, with the Buyer's order number