

GENERAL TERMS AND CONDITIONS OF PURCHASE **of Deutsche Post DHL Group - France**

1 Definitions

Purchaser: any French company affiliated or associated with the Deutsche Post DHL group, and any distributor or agent from its distribution network.

Goods: any hardware, equipment or product.

Supplier: any provider of Services or producer of Goods.

Services: any service provision ordered by the Purchaser.

2 Scope of application

These General Terms and Conditions of Purchase shall govern all relations between the Purchaser and the Supplier for the purchase of both Goods and Services. Any acceptance of an Order by the Supplier implies unreserved acceptance of these General Terms and Conditions of Purchase and the express waiver of the Supplier's own General Terms and Conditions of Sale. In the event that a similar clause appears in the Supplier's General Terms and Conditions of Sale, these General Terms and Conditions of Purchase shall prevail.

3 Orders

The Supplier shall be assumed to have formed a sufficiently sound opinion before accepting the Order, in particular with regard to the extent of its commitment concerning the Services to be provided and/or Goods to be delivered and to the accuracy and appropriateness of the prices established.

The Purchaser shall not be held responsible for any obvious mistakes and typing and arithmetical errors in documents, drawings and plans issued by Supplier. The Supplier shall inform the Purchaser of any such error, in accordance with its obligation to provide notification, so that the Order can be corrected and reissued. Failing this, it shall bear all adverse consequences. These provisions also apply to any document or drawing which is absent.

The Purchaser has set up an e-procurement solution to optimize and streamline its purchases and automate the ordering process. Thanks to this solution, orders can be placed by any means, including by sending emails to the email addresses provided by the Supplier for this purpose. In general, the Supplier undertakes to make its best efforts to assist the Purchaser in his requests to set up an order process via e-procurement at no additional cost to the Purchaser.

4 Quantity discount, Order modification and subcontracting

The basis for calculating quantity discounts and any other discount must include the entire turnover achieved by all legal entities belonging to the Deutsche Post DHL group.

Any Order modification requests must be confirmed in writing by the Purchaser.

The Supplier undertakes to take account of any request to modify the Services or Goods purchased as described in an accepted Order, with no additional charge, unless this modification affects the economic balance of the Order.

In such an event, the Supplier shall have the option of refusing the Purchaser's request by giving written notification. The Purchaser shall have the option, within eight days of receipt of this refusal, of cancelling any Order that has not yet been executed by sending written notification. The Supplier may not under any circumstances claim any compensation whatsoever in this regard.

Unless the Purchaser has given its prior agreement in writing, the Supplier undertakes not to transfer or subcontract an essential part or the entirety of the Order. In any event, the Supplier remains wholly liable for the correct execution of the Order and for any errors made by any person to whom it has subcontracted the execution of all or part of its obligations.

5 Prices

Prices are given exclusive of taxes. They are firm, definitive and non-revisable.

Prices are given DDP (Delivered, Duty Paid Incoterms 2010) to the agreed place of delivery. Transportation of the goods is therefore at the exclusive risk of the Supplier and prices are deemed to cover all necessary costs and charges for full execution of the accepted Order, including packing, packaging, loading, stowing and securing in the method of transport used, transportation, unloading and handling at the agreed place of delivery as well as customs duties, taxes and insurance costs.

There shall be no waiver of this principle unless agreed in writing by the Purchaser.

6 Delivery and acceptance

It is recommended that one of the Deutsche Post DHL group's companies be used, if possible, for shipment.

Partial deliveries are not authorised unless prior written agreement has been given by the Purchaser.

Each delivery must be accompanied by a delivery slip bearing the Supplier's letterhead. The delivery slip must indicate the Order number, delivery address, identification number(s) of the Goods and/or Services and the destination address.

Acceptance shall take place at the Purchaser's premises or at the address indicated in the Order's special terms and conditions during the reception department's opening hours.

The Purchaser shall carry out a detailed inspection of the quality and/or quantity of the Goods and/or Services by referring to the Order submitted and to the standards in force, either immediately on delivery or within a reasonable time thereafter. However, the Purchaser reserves the right to conduct, with prior notification, any audit of the Goods and/or Services before their delivery, on the Supplier's premises during the latter's normal working hours. This option shall not reduce the guarantees provided by the Supplier. The Goods and/or Services delivered must be satisfactory when used by the Purchaser. An audit conducted at the Supplier's premises by an authority or by any other organisation cannot, under any circumstances, constitute an exemption from this clause.

However, the fact that there is no dispute and/or reservation made by the Purchaser on delivery and/or on payment of the Goods and/or Services cannot be considered as a definitive acceptance of the Goods and/or Services delivered, nor as agreement to the amount invoiced and in no case implies a waiver by the Purchaser of any subsequent recourse.

It is agreed that the Purchaser reserves the right to refuse or return any delivery that is not compliant with the Order, with the standards in force or with the implementation schedule

Any delivery refused by the Purchaser shall be returned to the Supplier at the Supplier's expense and risk. In addition, the Supplier shall be bound to replace any Goods refused, at its own expense and as quickly as possible.

No payment shall be due by the Purchaser to the Supplier for any Goods refused. The Purchaser may therefore request a credit note from the Supplier.

7 Packing

Packing must meet the requirements of the journey to be made so that the Goods do not deteriorate during transportation.

The Supplier shall comply with all laws and regulations in force in terms of labelling and safety. The Supplier must be responsible for any consequences in this regard.

Packing must be compliant with the specifications indicated in the Order or in the appendices where applicable.

The Purchaser reserves the right to return packing to the Supplier at the Supplier's expense. The Supplier must accept packing that has been returned to the departure address of the Goods.

Recycling or destroying packing is the responsibility of the Supplier. The recycling or destruction of packing carried out by the Purchaser at the request of the Supplier shall be at the sole expense and risk of the Supplier.

Each packing must include, in addition to the information prescribed by the regulations in force, the following details indicated legibly and on the outside of the packing: a description of the Goods, the quantity or gross or net weight, storage conditions if applicable and any other information prescribed in the Order or appendices.

If the Goods are packed on a pallet, European pallets should be used by preference. In addition, the Supplier must comply with the maximum permissible load for the type of pallet used.

8 Delivery times

Delivery and/or implementation times shall be indicated in the Order. Delivery and/or implementation times are mandatory and constitute an essential component of the Order.

The Supplier must inform the Purchaser of any incident that may compromise these delivery times.

The delivery date agreed means Goods delivered or Service carried out at the place of delivery, where a statement of receipt shall be issued. This date cannot be modified without the express agreement of the Purchaser. This deadline serves as formal notification to deliver on the date agreed.

In the event of any delivery carried out after the stipulated date, the Supplier shall automatically, and without prior notification, incur lateness penalties or be answerable for any prejudicial consequences that may have arisen for the Purchaser.

Acceptance by the Purchaser of the Goods and/or Services after the agreed deadline does not exempt the Supplier from incurring lateness penalties or being answerable for any prejudicial consequences that might have arisen for the Purchaser, and shall not prejudice the latter's right to cancel the sale. In this instance, the Purchaser has 20 working days after receipt of the Goods and/or Services to notify the Supplier of its request.

The amount of possible penalties shall be specified in the special terms and conditions of the Order. The Purchaser may ask the Supplier to provide it with a credit note for the amount of the said penalties and/or losses caused by the lateness.

No early delivery or acceptance of the Goods and/or Services shall be permitted without the prior written authorisation of the Purchaser.

The Supplier shall reimburse the Purchaser for any direct and/or indirect costs resulting from early delivery and/or acceptance of the Goods and/or Services or an excess delivery of Goods and/or execution of Services.

9 Audits

The Purchaser reserves the right to conduct audits of the Goods and/or Services on the Supplier's premises, during the latter's normal working hours, in order to inspect the conditions of their execution or manufacture, storage and packaging, even after delivery has taken place.

The Supplier is bound, from the time of the first request by the Purchaser, to provide access to the premises and to the information requested and to cooperate with the Purchaser, without any compensation whatsoever in this regard.

In the event that an audit visit cannot take place due to the Supplier, and a new visit has to be scheduled, all costs incurred by the Purchaser shall be borne by the Supplier.

In the event of an unsatisfactory audit, the Supplier is bound to ensure that the Services are corrected or the Goods in question repaired or replaced within five working days. If the Supplier fails to comply with this obligation, the Purchaser is entitled to cancel all or part of the order and the Supplier may not claim any consideration or compensation whatsoever in this regard.

10 Invoices

Invoices shall be issued by the Supplier in compliance with French regulations and must correspond to an Order. Except in the case of a prior written exemption issued by the French Procurement Department of Deutsche Post DHL Group, all invoices must be delivered to the Purchaser only at the time of delivery of the Goods or at the end of the execution of the Services. Partial invoices (down payments) are not authorised.

In the event of a prior written agreement by the French Procurement Department of Deutsche Post DHL Group, partial invoices cannot account for a payment of more than 30% at the time of placing the Order.

All invoices must include all details allowing the identification and audit of the Goods and/or Services and must also, in all cases, include the Purchase Order number and cost centre number.

Invoices must be sent to the invoicing address that appears on the Purchase Order. Invoices must not be attached to deliveries.

Any invoice that is incomplete or issued by the Supplier before delivery of the Goods or before the end of the execution of the Services or any partial invoice issued without the prior written agreement of the French Procurement Department of Deutsche Post DHL Group shall be unacceptable and returned unpaid to the Supplier.

In the interest of environmental protection and efficiency in the processing of invoices, the Purchaser may request the Supplier, at no additional cost, to transmit its invoices in a dematerialized manner via an electronic platform managed by a third party company chosen by the Purchaser.

11 Terms and conditions of payment

The price and terms and conditions of payment shall appear on the Purchase Order issued by the Purchaser.

Except in the case of a prior written exemption issued by the French Procurement Department of Deutsche Post DHL group, the applicable payment deadline is the maximum deadline authorised by the French Commercial Code (*Code de Commerce*).

In the event of failure to pay an invoice that is compliant and has not been disputed by the Purchaser, the Supplier shall have the option of applying interest for late payment and claiming a flat-rate fee for debt recovery. Other than in the event of a written exemption issued by the French Procurement Department of Deutsche Post DHL group, the rate of interest for late payment and the amount of the flat-rate fee for debt recovery applicable by the Supplier cannot exceed the rate and minimum amount specified by the French Commercial Code.

12 Guarantees and liability

The Supplier is an expert in its specialist field and is bound by a performance obligation. In this respect, it assumes full responsibility for the Goods delivered and/or Services provided, their design (if entrusted to the Supplier), method of manufacture and technical choices for their execution and suitability for the purpose for which they are intended.

Acceptance by the Purchaser of the plans, processes, specifications or initial samples does not in any way reduce the guarantee due from the Supplier.

The Supplier guarantees in particular that the Goods and/or Services are:

- Compliant with the Order, documents and initial samples accepted by the Purchaser, and with industry practice and applicable standards, laws and regulations;
- Suitable for fulfilling the functions and purpose for which they are intended (within the limits of use that may have been specified by the Supplier) and provide a level of safety that may reasonably be expected of them;
- Free from all apparent or hidden faults and operational defects;
- Free from all intellectual property rights of third parties.

In the event of non-compliance of the Goods and/or Services with the above guarantee, the Supplier undertakes, either immediately or within five (5) working days at the latest, to provide a replacement or to make them fit for the purpose for which they are intended as quickly as possible and at no cost whatsoever to the Purchaser.

Without prejudice to the Purchaser's right to cancel the Order and claim damages, the Purchaser reserves the right to carry out itself, or to have carried out by a third party, the Supplier's obligations under the contractual guarantee in the event of the duly noted failure of the latter to fulfil its guarantee obligations or remedy this failure within five (5) working days of written notification by the Purchaser.

In the event of non-compliance of the Goods and/or Services with the above guarantee, the Supplier shall compensate the Purchaser for all resulting personal, property and consequential damage, either direct or indirect, suffered by the Purchaser, including but not limited to the cost of replacing the defective Goods and/or Services and any possible compensation paid by the Purchaser to its customers.

13 Insurance

The Supplier must have adequate insurance for all commitments undertaken in respect of the Order, with one or several reputable insurance companies, and must be able to provide evidence of this at all times at the Purchaser's request.

The amount of this insurance cover does not under any circumstances constitute a limitation of the Supplier's liability.

14 Social and environmental responsibility

The Deutsche Post DHL Group attaches great importance to compliance with provisions promoting human rights and sustainable development.

The current "Code of Conduct - Basic principles for suppliers" applies to all Orders issued by a legal entity of the Deutsche Post DHL Group. At the request of the Purchaser, the Supplier shall justify its full compliance with the Supplier Code of Conduct of the DPDHL group and participate in a conformity assessment program of the supplier led by the Purchaser or a third party mandated by him. All costs relating to the said program must be borne entirely by the Supplier. The Supplier undertakes to apply all the measures prescribed at the end of the supplier's conformity assessment program so as to be fully compliant with all the laws and regulations. Otherwise, the Purchaser will be entitled to terminate the contract immediately and without notice.

The Supplier states that:

- It fulfils all legal and regulatory terms for execution of the Order
- It meets all legal requirements with regard to all fiscal, social and wage obligations, in particular within the meaning of articles L 8221-3 and L 8221-5 and D 8222-5 of the French Labour Code (*Code du Travail*);
- And, more specifically, certifies that it complies with legislation against undeclared work.

In support of these statements, the Supplier must, at the time of accepting the Order, submit to the Purchaser:

- An original excerpt of the entry in the *Registre du Commerce et des Sociétés* (Trade Registry), dated within the past three months (*extrait k-bis*—short-form certificate of registration) or a receipt for the filing of a declaration with a business formality centre, which, must be followed by the final document once received;

- A statement showing that social security declarations have been provided and social security contributions paid, issued by the social protection organisation (URSSAF) tasked with collecting payroll deductions and social security contributions for which the Supplier is responsible, dated within the past six months, or if the Supplier started its operations within the last year, the receipt for filing a declaration with the URSSAF;

In the event that foreign nationals are employed, a solemn statement by the Supplier that its foreign employees are authorised to carry out professional activities in France. In accordance with article D 8254-2 of the French Labour Code, this statement must contain a list of the names of foreign workers employed by the Supplier who are subject to work authorisation as provided for by article L 5221-2 of the French Labour Code. This list must be drawn up from the unified personnel record and must, for each employee in question, state the date of recruitment, nationality and type and order number of the work authorisation permit.

This formality does not apply to foreign employees and their family members from member states of the European Union, states belonging to the European Economic Area or Switzerland.

The Supplier undertakes to renew all of these documents every six months until the Order is completed. By standard practice, this renewal shall take place in January and July each year.

The Purchaser is entitled to cancel the Order immediately, without notice, if the Supplier or its subcontractors fail to comply with the applicable regulations.

The Supplier guarantees the Purchaser against any claims on this regard and undertakes to compensate it accordingly.

15 Industrial and intellectual property rights

Unless prior written agreement has been given, the Supplier is prohibited from communicating to anyone whatsoever and from using, for its own purposes or those of a third party, any file, document or tool that the Purchaser may have provided to it or that it may have compiled on the Purchaser's behalf. The price indicated in the Order includes payment for the transfer of intellectual and industrial property rights as of their delivery to the Purchaser. On request, the Supplier undertakes to return immediately, on completion of the Order, any file, document, tool or equipment that might have been made available to it by the Purchaser.

The Supplier is prohibited from using intellectual and/or industrial property rights belonging to a third party to execute the Order without the prior written authorisation of the third party in question. Rights and fees that may be due for this use are the sole responsibility of the Supplier.

The Supplier guarantees and shall compensate the Purchaser for any claim, regardless of the place, made against it by third parties, that is based on intellectual and/or industrial property rights relating to the subject of the Order. The Purchaser shall notify the Supplier immediately of any such claim. In the event of a claim dispute, whether justified or not, the Supplier undertakes, under the aforementioned guarantee and as chosen by the Purchaser, either to collaborate with and assist the latter during the proceedings or to intervene immediately and voluntarily in the proceedings and take responsibility for managing them. In the event of an out-of-court claim, whether justified or not, the Supplier agrees to take the necessary steps to resolve the conflict with the third party and to keep the Purchaser informed.

If the Purchaser is obliged to stop using all or part of the Goods and/or Services, and without prejudice to the Purchaser's right to cancel the Order, the Supplier undertakes to implement one of the following solutions immediately, at its own expense in all cases: either to obtain for the Purchaser the right to use the Goods and/or Services freely, or to replace or modify them so that the user rights cannot be disputed, with the stipulation that the Supplier undertakes, again at its own expense, to take back any stock of Goods that it may have delivered to the Purchaser that infringe the rights of third parties. In any event, the above-mentioned modifications and/or replacements must comply in all respects with the Order's contractual documents.

The Supplier must, at the first request made by the Purchaser, reimburse all expenses incurred by the Purchaser in the context of the above claims. The Supplier shall compensate the Purchaser for all direct and indirect consequences of any complaints that may be made against the Purchaser by a third party.

16 Force majeure

Each party shall be released from its liability if it is impossible for it to execute all or part of its obligations due to occurrences of force majeure as generally recognised by French case law.

The party invoking force majeure must notify the other party by registered letter with acknowledgement of receipt. Execution of the affected party's obligations shall then be postponed for a period equal to the duration of the suspension due to force majeure.

However, if this interruption is greater than one month, the Order may be cancelled without compensation to either party.

17 Term

The term of the Order must be specified in the contract concluded between the parties.

In the case of Orders for Services to be carried out continuously or periodically, the term is unspecified, unless otherwise stipulated and agreed by the parties in the Order or contract. In this case, the Order may be cancelled by either of the parties at any time with three (3) months' notice (given to the other party by registered letter with acknowledgement of receipt), with no compensation paid to either party.

18 Termination

Unless otherwise stipulated, it is expressly agreed that the Purchaser may, without prejudice to damages that it may claim, cancel all or part of any Order, without notice, by registered letter with acknowledgement of receipt, in the event of:

- Partial or total failure by the Supplier to execute any one of its obligations under said Order, after formal notification by registered letter with acknowledgement of receipt has remained without effect fifteen (15) days after being received,
- Failure to comply with any applicable regulation,
- Bankruptcy, court-ordered liquidation, suspension of payments (subject to compliance with the applicable law), loss of the required licences or confiscation of goods or securities,
- The sale, after the expiration of a 30-day period from the date of the sale, of all or part of the Supplier's company to a third party which is not in a position to honour the Order under the best possible conditions,
- The assignment of tangible or intangible personal benefits by the Supplier to the Purchaser or one of the Purchaser's subordinates or representatives,

In the event of suspension of the Purchaser's business operations at the location(s) of the Order (cancellation of lease of premises, sale, etc.), reorganisation of the Purchaser's site(s) affecting the scope of the Order or removal from the Purchaser's site(s) the Order relates to, the Purchaser may cancel the Order by giving one (1) month's notice, without payment of damages to the Supplier. The Supplier shall be notified of this suspension of operations, reorganisation or removal and the resulting termination of the Order by registered letter with acknowledgement of receipt within the notice period specified above.

19 Confidentiality

The Supplier undertakes not to use or communicate to anyone whatsoever any information that it may receive from the Purchaser in the context of an Order, at any time including after the expiration or cancellation of the Order and for any purpose other than execution of the said Order. This does not apply to information already in the public domain or that had previously been made public by the Purchaser or that may have been acquired from third parties by legitimate means.

The Supplier undertakes to return to the Purchaser, at the latter's first request, all documents, parts, components or products containing such information.

Orders may not give rise to any publicity, either direct or indirect, under any circumstances and in any form whatsoever, without the prior written agreement of the Purchaser.

The contracting parties must inform any third parties involved of the above obligations. At the request of the Purchaser, the Supplier must be in a position to provide evidence that it has informed any relevant third parties of their obligations.

20 Use of name

Orders may not give rise to any publicity, either direct or indirect, under any circumstances and in any form whatsoever, without the prior written agreement of the Purchaser, under a penalty of €10,000 (ten thousand euros) per occurrence.

The Supplier is not authorised to communicate or include in a list of customer names any name, trademark or logo of any of the legal entities of the Deutsche Post DHL Group without the prior written agreement of the Purchaser under a penalty of €10,000 (ten thousand euro) per occurrence.

21 Jurisdiction and applicable law

All Orders placed by the Purchaser, whatever their form, are governed by the provisions of French law.

The Supplier and the Purchaser shall attempt to reach an out-of-court settlement of any dispute regarding the interpretation or execution of the Order.

If no out-of-court settlement can be reached, any dispute shall be brought before the Commercial Court of Paris, including in the case of multiple defendants or the introduction of third parties.

22 Miscellaneous

The Supplier must provide the Purchaser with all essential information and advice related to the Services and/or Goods, in particular regarding storage of the Goods, their possible integration into another product and their use. The Supplier is therefore bound to check that the specifications for use are adequate and relevant for the Purchaser, to guarantee that the specifications comply with the regulations in force in the countries where the Goods will be marketed as stated in the specifications, to suggest to the Purchaser any modification that might improve the quality or cost of the Goods and/or Services and to inform the Purchaser of any risk of non-quality or non-satisfaction of the Purchaser's needs that might be present in the Goods and/or Services.

If one of the provisions of the Order and/or these General Terms and Conditions of Purchase is, for any reason whatsoever, invalid or inapplicable, the other provisions shall not be affected. The parties undertake to renegotiate the invalid or inapplicable provision in question in order to re-establish a provision as close as possible to the original intention of the parties and in compliance with applicable laws.

Any modification to this document must be the subject of a written amendment signed by the parties.

The fact that one party does not, at any given time, apply a provision of the Order or does not ask for its application by the other party cannot, under any circumstances, be considered as a waiver of that provision, or of any other provision, and cannot affect the validity of the Order or the right of each party to claim the application of that provision or of the Order itself at a later date.

23 Personal data

The Supplier and the Purchaser undertake to comply with European Regulation 2016/679 of 27 April 2016 and all rules relating to the protection of personal data applicable under the law in force.

Thus, in the event that the Supplier processes personal data on behalf of the Purchaser, he undertakes to:

- a) comply with the laws and regulations relating to the protection of personal data during its mission, which includes the conclusion of a subcontracting contract;
- b) process personal data for the purposes indicated in the stipulations of the subcontracting agreement and, in any case, the legislation in force and any extensions required and permitted by the laws and regulations;
- c) maintain and guarantee the security, confidentiality, integrity, and availability of personal data;
- d) establish and maintain appropriate technical, physical, organizational and administrative measures, procedures, practices and other safeguards necessary for the protection of personal data against loss and all forms of unlawful access or processing;
- e) inform the Purchaser in writing and within a maximum period of 48 hours of any actual or suspected security incidents relating to personal data. He must then communicate all the information relating to the incident at his disposal, in particular the extent of the infringement of the rights and freedoms of the persons concerned; the technical and organizational measures put in place to prevent the continuation of data breach and the measures taken to mitigate the harmful effects or consequences and to prevent the occurrence of similar violations.

Personal data may never be communicated by the Supplier to third parties without the prior written consent of the Purchaser. In the event that the Supplier instructs a Third Party to process personal data, it must ensure that the Third Party guarantees a high level of data security, and in any case complies with the applicable regulations.

The Supplier shall indemnify the Purchaser for all damages, penalties, losses, and / or claims incurred as a result of its breach of any of its obligations mentioned in this article.

24 Electronic signature

The Supplier accepts and expressly acknowledges the same legal value to the electronic signature as to the handwritten signature in its relationship with the Purchaser.

These General Terms and Conditions of Purchase replace those previously published and enter into effect on 25 May 2018.

Signed in:

Date:

Name:

Position:

Signature preceded by the words "Read and approved" + company stamp