

GENERAL CONDITIONS OF PURCHASE
CUSTOMIZED ENERGY SYSTEMS B.V. (NETHERLANDS)
(V. 20250301)

These General Conditions of Purchase ("GCP") are applicable to the relations between Customized Energy Systems B.V. ("CES") and the Supplier (the "Supplier") and to all purchases of CES (parts used in production, raw materials, molds / tools, machines, services, etc.), hereinafter referred to as "Product". These GCP are deemed to be automatically accepted by the Supplier upon acceptance of the order. They can only be modified by a signed letter from the CES Purchasing Department.

1 – GENERALITIES

These GCP apply to any order and / or delivery in the following cases: (a) in the absence of written general conditions of sale of the Supplier, (b) to supplement the written general conditions of sale of the Supplier on points not dealt with by the latter, (c) when the application of the GCP is accepted by the Supplier and is justified by the particularity of the negotiated transaction

2 – LANGUAGE AND CURRENCY

All written or oral exchanges between the Parties will be in French. The payment currency is the EURO.

3 – OBLIGATIONS OF THE PARTIES

The Parties hereby undertake to cooperate fully and in good faith. The Supplier must implement all the means useful for the performance of its service. He cannot claim a lack of information.

4 - ORDER

All purchases made by CES are subject to an order issued by the Purchasing Department, materialized by an order form conforming to the usual CES model. The order will only become effective after receipt by CES of the acknowledgment of receipt, signed by the Supplier and not including any modifications or reservations. Acknowledgment of receipt is made by returning to CES's Purchasing Department the duplicate of the duly signed order form. As long as the Supplier has not confirmed the order, CES is entitled to modify it. The Supplier must then be informed as soon as possible of any change in price or schedule resulting from the requested changes. However, if the acknowledgment of receipt is not received within eight (8) days of sending the purchase order, the order will become final and will be considered unconditionally accepted by the Supplier. The order accepted by the Supplier constitutes a firm and definitive commitment on its part and implies its adherence to these GTC and special conditions unless they have been the subject of written reservations formally accepted by CES.

5 – PRICE AND PAYMENT TERMS

Unless otherwise specified, the prices excluding tax include the supply of the Products, their packaging and their transport to the place indicated on the order. They are firm and cannot be revised without written agreement. Any additional cost, of whatever nature, must be the subject of a prior written agreement from CES specifically indicated on the order form. Orders do not give rise to any systematic payment of advances (neither down payments nor down payments), unless expressly stipulated in the order and the special conditions. Unless otherwise indicated on the order, prices are understood to be DDP CES store (according to Incoterms 2020), the transfer of risks and perils to the Products being delayed until final acceptance by CES at the place of delivery. Unless otherwise specified on the order, all CES purchases are payable sixty (60) days from the date of invoice. CES reserves the right to automatically withhold, when paying invoices to the Supplier, any sum that may be due by the latter and whatever the origin, and may in particular automatically offset the sums due under penalties referred to in article 3 of these GCP or any assets. The Supplier undertakes to inform CES before any assignment of receivables on CES by slip.

6 - DELIVERIES

The times and quantities indicated in the CES order forms or the delivery schedules from the Factory Logistics Department are inseparable from the other terms of the order and must be respected one hundred percent (100%). Delivery times are imperative. Any deadline is set in calendar days and expires at the end of the last day. When the last day of a deadline is a Saturday, Sunday or a public holiday, the deadline is extended until the end of the first working day that follows. The Supplier is required to comply with this deadline, for the Product itself and for all documents (technical, administrative) relating thereto. No Product is accepted by CES before the scheduled date, unless expressly authorized in writing from the Purchasing Department. The costs related to this early delivery are the responsibility of the Supplier. Any incident likely to compromise the meeting of deadlines must be immediately reported. CES reserves the right to return freight collect any excess or any merchandise not ordered or shipped without an CES order. As the deadlines are based on CES's manufacturing forecasts, in the event of non-compliance with these, even for a single fraction of the order or the delivery program, CES reserves the right, at its option and without there is a need for an express formal notice:

- either to maintain the order or the delivery program in force but this delay gives the right to delay penalties of zero point five percent (0.5%) per day of delay in favor of CES, in the absence of agreement particular between the parties when ordering;
- or to cancel automatically the balance of the incriminated supplies to be delivered on the orders or delivery programs, the fact of having kept all or part of the material delivered late does not constitute for CES a waiver of this right of cancellation.
- or to obtain supplies from any other manufacturer for related supplies or orders or delivery programs from CES, the defaulting Supplier being responsible for any additional costs related to this new order;
- either to require the immediate delivery as is, of the studies and / or all materials produced or subcontracted by the Supplier for execution of the order in order to complete them or have them completed, at the charge of the SUPPLIER according to the provisions provided for. above.

All subject to any other damages.

7 – PACKAGING

All Product deliveries must be made in the packaging defined by CES on the specification or on the order, or failing that in accordance with the norms and standards in force in the European Union. Any deterioration of the Product linked to inappropriate packaging will be entirely the responsibility of the Supplier.

8 – COMPLIANCE WITH REGULATIONS

The goods ordered must comply in all points with the legal and regulatory requirements in force, in particular with regard to:

- the quality, composition, presentation and labeling of the goods;
- labor and employment law: in any event, the supplier refrains from offering for sale products that could have been manufactured by minor children;
- the provisions of international conventions on the rights of the child and, more particularly, those relating to child labor;
- environmental law.

The Supplier undertakes in particular to comply with the legal and regulatory provisions in force which are applicable to it, and to communicate to CES, on request, information relating to the consequences of the company's activity on the environment, given according to the nature of this activity and its effects:

- the consumption of water resources, raw materials and energy with, where applicable, the measures taken to improve energy efficiency and the use of renewable energies, the conditions of land use, emissions into the air, water and soil seriously affecting the environment and the list of which will be determined by order of the ministers responsible for the environment and industry, noise or odor nuisance and waste;
- the measures taken to limit damage to the biological balance, to natural environments, to protected animal and plant species;
- environmental assessment or certification procedures;
- the measures taken, if applicable, to ensure that the company's activity complies with the laws and regulations applicable in this area;
- expenses incurred to prevent the consequences of the company's activity on the environment; the existence within the company of internal environmental management services, the training and information of employees on this, the resources devoted to reducing environmental risks as well as the organization implemented place to deal with pollution accidents with consequences beyond the company's establishments;
- the amount of provisions and guarantees for environmental risks, unless this information is likely to cause serious damage to the company in an ongoing dispute;
- the amount of compensation paid during the financial year in execution of a court decision in environmental matters and actions taken to compensate for damage caused to it.

Consequently, the Supplier accepts that CES may carry out conduct audits carried out by him or a service provider appointed for this purpose, in order to verify compliance with the above-mentioned standards.

Any breach of the above provisions exposes the Supplier to the immediate termination of commercial relations, without notice.

The Supplier guarantees CES against any action resulting from non-compliance with these provisions and undertakes to bear any resulting consequences (financial or other).

9 - RECEPTION

Regardless of the transport arrangements negotiated between CES and the Supplier, the transfer of risk on the Products delivered is deferred until final acceptance at the location indicated on the order form.

CES reserves the right to refuse Products, up to thirty (30) days after delivery to its premises, in the event of apparent non-compliance or incomplete or excess delivery. The Supplier will take back the refused Products within eight (8) days of the notification of refusal, at its expense and risk. CES will establish a credit note which will be deducted from any sum due subsequently.

CES also reserves the possibility, when the supplies have been refused by its control services:

- either to cancel the balance of the offending supplies to be delivered on contracts, orders or delivery programs in progress, the fact of having kept all or part of the material deemed to be compliant does not constitute, for CES, waiver of this right to cancellation;
- either to require the Supplier, within the period indicated in the contract, the order or the delivery schedule, or failing this within eight (8) days from the notification of refusal, at its expense and risk, the replacement of refused supplies;
- either to carry out or have carried out the supplement or correction operations and to debit them to the Supplier in the event that the latter, given notice to carry out these operations, has not, within the period indicated, taken all measures to achieve them.

The use by CES of one or the other of the above options does not constitute in any way a fixed and final compensation, nor a waiver for CES of all damages. In all cases, the start of use or payment for part of the order does not constitute receipt. Any modification of the specifications and Specifications must be the subject of an order amendment by the CES Purchasing Department. The Supplier will certify the origin of the Products upon request from CES.

10 – INTELLECTUAL PROPERTY

The Supplier guarantees CES against all claims that may be exercised in any place whatsoever by third parties, in relation to the materials and articles supplied, due to patents, trademark licenses and the registration of models or any other intellectual property right. In the event of legal proceedings based on such claims, the Supplier must immediately replace CES and defend CES in its stead. Any sums that CES may pay for costs and fees, or for damages paid following a conviction, will be reimbursed by the Supplier. The Supplier is required to keep the information provided to it confidential and undertakes to take all measures to prevent the disclosure of information received for the execution of an order. The specifications, documents, plans, formulas, drawings or manufacturing secrets communicated to the Supplier remain the exclusive property of CES and must be returned to CES upon delivery of the last Products ordered.

11 - WARRANTY

For all Products, including those for which the Supplier has entrusted the manufacture in whole or in part to third parties in accordance with article 12 below, the Supplier guarantees CES against any manufacturing, design or material defect, or any non-compliance with the specifications of the Products. The Supplier undertakes to replace, within eight (8) days of notification of the defect, the defective Products and to bear all costs, including return transport and assembly / dismantling costs. The warranty granted by the Supplier will have a minimum duration of twelve (12) months from delivery. The above warranty will also apply in the event that a defect involving the Supplier's liability would force CES to exchange the defective products by means of a verification or recall campaign. This includes in particular the payment of all costs incurred for recalls (repatriation, administrative work, etc.). The Supplier also guarantees CES against any liability action by any third party. In all cases, the Supplier remains responsible for the proper functioning of its production under the conditions of the legal regimes.

12 - INSURANCES

The Supplier undertakes to take out a policy guaranteeing its civil liability as a Supplier of products and covering all the financial consequences of damages of any kind caused to CES or to third parties, resulting from the execution of the order, whatever or the basis of its liability. This must include a transport policy relating to any physical loss or material damage, before the first shipment by the Supplier and at its expense, as well as a policy covering the Supplier's property necessary for the performance of the contract. The Supplier will produce, at CES's request, valid certificates from its insurer, indicating the nature, the deductibles and the duration of the guarantees. The Supplier must inform CES of any modification, suspension or termination of its insurance policies. The Supplier waives any recourse against CES or its insurers.

13 – SUBCONTRACTING

The Supplier must necessarily ask CES for the acceptance of each subcontractor and the approval of the terms of payment of each contract. subcontracting under penalty of termination of the agreement between the Parties. The acceptance of each Subcontractor and the approval of its payment terms are confirmed by the subcontracting declaration having received the formal agreement of the two Parties (nature of the part of the subcontracted Contract, name, reason or Company name and address of the Subcontractor, terms of payment of sums due to the Subcontractor). The Supplier cannot subcontract the entire Contract. The subcontractor must accept these GCP.

14 - CONFIDENTIALITY

All information transmitted by CES is confidential and the Supplier must take all measures to ensure that none of the information relating to CES's orders is communicated to third parties either by itself or by subcontractors. No publication of information will be possible without the explicit agreement of CES. This obligation of confidentiality will be maintained for the duration of the execution of the order, as well as for a period of ten (10) years beyond this. Upon completion of the order, the Supplier undertakes to immediately return to CES, at its request, all documents, whether confidential or not, relating thereto. CES cannot be held liable in the event of disclosure of confidential information obtained on a regular basis from the Supplier.

15 – TRANSFER OF PROPERTY

The transfer of ownership takes place upon receipt of delivery. Any retention of title clause intended to make the transfer of ownership of the Products conditional on full payment of the price will be deemed unwritten.

In the case of installment payments, the raw materials or semi-finished products to be supplied by the Supplier will automatically become the property of CES upon payment of the corresponding fraction of the price.

The molds, tools, machines or services, as well as the intellectual and / or industrial property rights relating thereto, become the property of CES as and when they are advanced. They cannot be the object of seizure by a creditor of the Supplier.

The Supplier undertakes to affix, when possible, an identification label "CES TECHNOLOGIES B.V. property".

As part of the provision of machines, tools or molds to the Supplier for subcontracting purposes, these machines, tools or molds are and remain the exclusive property of CES which can withdraw them at any time. They are used exclusively for the fulfillment of CES orders.

The Supplier assumes all the risks incurred by the machines, tools or molds as well as all the risks arising from their use.

16 – FORCE MAJEURE

It is defined as any event of an unforeseeable, irresistible nature and outside the will of the Parties, the occurrence of which must make performance of the contract impossible. In the event of such a case, notification must be made to the other Party with precision on the consequences of the event. The prevented Party is delayed or released from the performance of its obligations but must do everything possible to minimize the impact of the event on it.

17 – SUSPENSION AND CANCELLATION CLAUSE

CES reserves the right to suspend the performance of one of the obligations of the contract by letter addressed to the Supplier with a notice of fourteen (14) days.

CES may, at any time, terminate the contract automatically and without legal formalities, for any reason whatsoever and without having to justify itself, by sending the Supplier a notification by RAR letter.

In the event of non-performance by the Supplier of any of its contractual obligations, the sale will be terminated automatically and without formality, eight (8) days after formal notice by registered letter with acknowledgment of receipt remained in whole or in part without effect during this period, and subject to any damages to which CES may claim. CES reserves the right to have the order executed by any third party of its choice at the Supplier's expense.

18 – MONITORING OF CONTRACT PERFORMANCE

CES reserves the right to monitor the proper execution of the contract by its own means or to entrust this mission to any Third Party of its choice. To this end, the Supplier must be given free access to its premises as well as to those of any Subcontractors with whom it cooperates. In the event of a breach noted by the Customer, the latter may decide to suspend or terminate the contract in accordance with the aforementioned provisions in the relevant sections.

19 – REACH REGULATION

The Supplier guarantees to CES that it complies with the obligations incumbent on it under Regulation (EC) No. 1907/2006 of 18 December 2006 concerning the registration, evaluation and authorization of chemical substances, as well as the applicable restrictions. to these substances (REACH), and this for all the products and packaging concerned.

In the event of non-compliance by the Supplier with its commitments under this clause, CES may terminate the contract as of right and cancel any order not yet executed, without compensation for the Supplier and without prejudice to CES's right to obtain damages.

20 – CODE OF CONDUCT

CES, a part of the Exide Group, has developed a supplier code of conduct (the "Code of Conduct") to share its social and environmental commitments with its co-contractors. By entering into a business relationship with CES, the Supplier undertakes to respect the Code of Conduct. The Code of Conduct is published at the following internet link: https://www.exidegroup.com/eu/sites/default/files/inline-files/EP001-Ac.Supplier.code_conduct.pdf

Upon reasonable notice to the Supplier, CES is entitled to audit the Supplier, or authorize a third party designated by CES to undertake the audit for the purpose of verifying compliance with the Rules and the Code of Conduct. The terms of these interventions will be defined jointly between CES and the Supplier.

Failure of the Supplier to comply with the terms of the Code of Conduct may result in the termination of the ongoing business relationship and Supplier being disqualified from engaging in future business with CES.

20 – APPLICABLE LAW AND JURISDICTION

Notwithstanding the existence of a plurality of defendants, all possible disputes directly or indirectly concerning the execution of the order will be subject to Dutch law and will fall under the exclusive jurisdiction of the Commercial Court of Rotterdam. The Hague Uniform Laws on International Purchases and the UNCITRAL (Vienna) Convention on Contracts for the International Sale of Goods will not apply