

PROCESS : WS21  
SENT BY : B. LE PODER  
CONFIDENTIALITY : External

CODE : ERWA0094  
THE : 12/09/2018

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This Agreement (hereinafter the « **Agreement** ») is entered between:

### PCM Europe

A company incorporated under the laws of France « Société par actions simplifiée à associé unique » with a registered capital of 44 223 806 €  
Having its registered office at 6 boulevard Bineau, 92300 Levallois-Perret  
Registered with the Nanterre Company Registry (« Registre du Commerce et des Sociétés de Nanterre ») under number 803 933 472 RCS Nanterre,  
Represented by Bertrand LE PODER, acting as its World Purchasing Manager, duly authorized for the purposes hereof,  
Acting under its name for/on behalf of PCM and of its current and subsidiaries

Hereinafter referred to as "**PCM EUROPE**"

Hereinafter « PCM »  
On the one side

**AND**

### XXX Company

A [xxxxxxx] law company with a registered capital of [xxxxxxx],  
Having its registered office at [xxxxxxx]  
Registered at the [xxxxxxx] Company Registry under number [xxxxxxx]  
Represented by [xxxxxxx], in its capacity as [xxxxxxx], duly authorized for the purposes hereof,  
Acting under its name, and for/on behalf of [xxxxxxx].

Hereinafter «Supplier »  
On the other side

PCM and Supplier are hereinafter referred to individually as a "Party" and collectively as the "Parties".

## PREAMBULE

PCM manufactures volumetric pumps and sophisticated equipment for fluid management and is specialist of pumping solutions for the transfer, mixing and dosing of abrasive, fragile, viscous, and corrosive products. With its worldwide presence, PCM offers solutions in the areas of agribusiness, industry and oil production.

The Supplier is a company specialized in [complete].

PCM takes important commitments with its customers in terms of product quality (safety, reliability), availability (time, service levels, responsiveness), competitiveness and development of proposals, and flexibility (ability to support the development of customers and meet their expectations at all times).

PCM therefore expects from its suppliers that they enable PCM to maintain such level of expectation from its customers.  
The Supplier declares that it has all the skills required to meet these expectations and comply with the needs of PCM under this Agreement

In view of the various warranties and representations provided by the Supplier, failing which PCM would not have contracted with it, PCM wishes to entrust the Supplier with the supply of the products required for its activity, by providing PCM with its expertise and knowledge.

The Parties agree to define the terms and conditions of the supply of goods by the Supplier to PCM under this Agreement.

**CONSEQUENTLY, THE PARTIES HAVE AGREED AS FOLLOWS:**

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## ARTICLE 1. DEFINITIONS

In this Agreement, the terms used with a capital letter and indifferently in the singular or plural will have, respectively, the following meaning:

**Contractual Framework:** refers to the documents governing the contractual relationship between PCM and the Supplier, namely the Order, the Special Conditions and the Agreement.

**Agreement:** refers to this document, its Appendices and eventual amendments which form integral part thereof

**PCM:** refers to PCM and its subsidiaries as defined in the first page, individually and / or collectively.

**Subsidiary:** refers to any independent legal entity in which the PCM and / or its shareholders hold a direct or indirect interest.

**Supplier:** refers to Company, as defined in the first page.

**Purchaser:** refers to PCM issuing the order

**Final Customer:** refers to Client of the Purchaser, Purchaser of a product and/or services incorporating the Supply.

**Products:** refers to the products falling within the scope of this Agreement and for which PCM place orders with the Supplier.

**Specific Products:** refers to products created and developed directly or indirectly by the Supplier or PCM for PCM only

**Standard Products:** refers to products which have not been created and developed by PCM or by the Supplier for PCM only

**Order:** refers to any order placed by PCM under this Agreement, as per the sample included under Appendix

**Acknowledgement of Receipt of Order:** refers to the acknowledgement of receipt of an order placed by the Supplier

**Appendices:** refers to the documents attached to the Agreement

**Special Conditions:** refers to the special conditions applicable between PCM and the Supplier including, without limitation, the requirements ("*cahier des charges*") and plans for the Products and the price list of the latter.

## ARTICLE 2. HIERARCHY OF THE DOCUMENTS

The Contractual Framework applicable between the Parties includes :

- The Order implementing the Agreement ;
- The Special Conditions;
- The Agreement itself composed of this document and of the following Appendices (non-exhaustive list subject to variation) :
  - o Appendix 1 –PCM Purchase Order and example of Supplier Acknowledgement of Receipt
  - o Appendix 2 – Packaging and logistics
  - o Appendix 3 – Tools: Agreement for the provision (optional appendix)
  - o Appendix 4 – Tools : certificate of property (optional appendix)

In case of ambiguity or conflict between one or more provisions of the Contractual Framework:

- The Order shall prevail over the Special Conditions;
- The Special Conditions shall prevail over the Agreement;
- The Agreement shall prevail over the appendices, in the order of the list detailed above

Both parties agree to replace the provisions of the Contractual Framework to those of general conditions of sales / general conditions of purchases.

The Contractual Framework supersedes all documents issued as well as oral and written correspondence exchanged prior to the date of entry into force of this Agreement

## ARTICLE 3. PURPOSE AND SCOPE OF THE AGREEMENT

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The Supplier agrees to deliver to PCM products or to perform a delivery in accordance with the conditions specified under the Order.

This Agreement governs the relationship between the Supplier and PCM in the exclusive context of its performance. In any event, it does not extend, directly or indirectly, in whole or in part, on an exceptional or usual basis, to other industrial, commercial or financial transactions between PCM and the Supplier, including during the period of performance of this Agreement.

Except as provided under Appendix, it is expressly agreed between the Parties that this Agreement does not grant any exclusivity, either to the Supplier or to PCM.

As indicated at the beginning of this Agreement, PCM is mandated by its Subsidiaries to negotiate and enter into this Agreement. In this regard, the Parties' commitments undertaken under this Agreement shall be complied with by the Subsidiaries towards the Supplier and vice versa.

## ARTICLE 4. IMPLEMENTATION OF THE AGREEMENT

### 4.1. Order management

This Agreement is implemented via an Order sent by PCM to the Supplier.

Unless otherwise provided in the Order, the Supplier shall have a period of two (2) working days from the date of receipt of the Order to communicate to PCM any reservations regarding the specific conditions of the Order by sending an Acknowledgement of Receipt of the Order by email in accordance with Appendix 1. Failing to do so, the Order shall be deemed accepted as it is by the Supplier.

Any price renegotiation shall not interfere with any pending Orders and the timing set under the Agreement

The estimated supply requirements of PCM for the products, which could be communicated to the Supplier, do not have any contractual value.

No delivery of products may be performed by the Supplier unless the Order has been previously accepted by the Supplier under the conditions set out above.

Finally, in the event of a first order, the Supplier will be required to provide, as the case may be, initial samples issued from the production series and complying with the contractual requirements for raw materials and quality controls.

### 4.2. Change order procedure

Any modification or adjustment of the Order with regards to the conditions previously validated will give rise to an amendment which terms will be negotiated and subject to mutual agreement by the Parties. It can be managed as a derogation (in accordance with Article 10.6);

If any change on order requested by PCM (quantity / date of delivery), Supplier will notify within two (2) days from the change Order receipt:

- Should Supplier refuses, Supplier shall formally communicate to PCM;
- Should Supplier accepts, the Parties shall officialise new conditions.

## ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall come into effect on the date of first signature appended by the Parties on the Agreement, for an unlimited period.

## ARTICLE 6. OBLIGATIONS OF THE SUPPLIER

Under this Agreement, the Supplier :

- agrees to perform this Agreement in accordance with the laws, regulations and practices in force, and in accordance with the Order;
- confirms having the professional capacity and clearances required under this Agreement and to perform the Order;
- undertakes to implement all human and material resources necessary to meet its obligations as described under this Agreement and under the Order;
- undertakes, under an obligation to achieve a specific outcome ("obligation de résultat"), to comply with the price specified in the Special Conditions and / or the Order and delivery times specified in this Agreement and / or the Order.
- will inform PCM on any risk related to economic sanctions, "export control" or any other binding national or international regulations

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- will inform PCM of any customs status he has been granted by local customs authorities

Besides, in its capacity as a professional, the Supplier is under:

- an obligation to provide information and advice, according to which it undertakes to inform PCM without delay of any difficulty which may arise during the performance of this Agreement and / or the Order;
- an obligation to ask PCM for information and to ask questions, as it deems necessary for the performance of this Agreement and / or the Order, including any clarification needed prior to the start of the production of the Products ;
- a duty to warn PCM against choices or technical solutions which it deems inappropriate or inconsistent with performance requirements or with the needs of PCM;
- an obligation to comply with, if the products are delivered within the European Union, all obligations of EC Regulation No. 1907/2006 of 18 December 2006 concerning the Registration, Evaluation and Authorisation of Chemicals and Restriction of Chemicals (REACH). The Supplier must be up to date with any change in the Regulation and anticipate any restrictions, thus, it must ensure that its subcontractors will, as the case may be, take all necessary measures in respect of the said regulation;
- an obligation to obtain the ISO 9001, ISO 14001 , OHSAS 18001 during the performance of this Agreement. If the Supplier is not able to obtain either one of these certifications, it undertakes to use its best efforts to improve its internal operations to be as close as possible to these standards.

Finally, the Supplier undertakes to provide products or fulfill its contractual obligations in accordance with international public policy and national and international regulations on economic sanctions.

## ARTICLE 7. OBLIGATIONS OF PCM

PCM undertakes to provide all required information and documents so as to enable the Supplier to perform its obligation in accordance with this agreement and/or any Order.

PCM undertakes to pay of the invoice(s) relating to the supply of the Products under the conditions defined in Article 8.2, subject to proper performance of this Agreement and / or the Order by the Supplier.

## ARTICLE 8. FINANCIAL CONDITIONS

### 8.1. Price

In return for the perfect performance of this Agreement and / or the Order, PCM shall pay the Supplier the price indicated in the Order.

Unless otherwise agreed in a document signed by the Parties, the price indicated in the Order, in accordance with the Special Conditions, is flat, firm and final. The Parties agree that for high volume order or otherwise non-standard tenders or opportunities, the parties will confer to negotiate special pricing on a case-by-case basis to the benefit of both parties.

### 8.2. Invoicing and payments

Products / Services will be charged by the Supplier after delivery of the Products and/or performances of Services.

Invoices issued by the Supplier under the Order shall be paid by PCM from the date of receipt of the corresponding invoice and in accordance with the provisions of the Order.

Invoices shall be issued in accordance with Article L.441-3 of the Commercial Code and must include the following mandatory indications:

- Name of the entity of PCM group issuing the Order;
- Order No. for the PCM group;
- No. of the delivery notice;
- No. of EU VAT
- Customs' Code for the Products for supplies inside the EU
- Full bank details of the Supplier (holder and bank account number, IBAN, Swift, bank address)
- Payment by bank transfer in a currency set by the Parties and in agreement with any national and international economic sanctions regulation;
- Due date in accordance with the payment terms indicated under this Agreement and / or the Order.

The original invoice must be sent upon being issued to the address specified in the Order. The original delivery receipt or taking over report or any other document contractually agreed and resulting in an invoice will be sent to the Purchaser but shall not be attached to the invoice.

Any credit note must indicate the invoice reference and the Order reference in order to enable correct accounting reconciliation.

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Unless otherwise agreed by the Parties and subject to any legal provisions in force, the invoice payment term shall be forty-five (45) days end of month from the date of issuance of the invoice, being specified that the invoice payment term is calculated as follow : the end of the month of the date of issuance of the invoice, plus 45 days.

Any invoice which does not comply with this section will be rejected by PCM and will result in a deferral of payment pending receipt of a valid invoice.

### 8.3. Bank guarantee

In case of payment by PCM of a deposit or an advance before performance of the delivery of the Products, it is expressly agreed that the Supplier shall, prior to such payment of deposit or advance, produce a bank guarantee for the return of the deposit or advance. Such bank guarantee shall cover all amounts payable by PCM under the deposit or advance. This independent and autonomous bank guarantee shall be issued by a leading bank and related fees shall be paid by the Supplier.

### 8.4. Late payment

In case of late payment, the penalties applicable to PCM will be equal to three (3) times the legal interest rate in France at the time of application (most recent refinancing rate of the European Central Bank), by full day of delay. Penalties are applicable as from the day following the invoice due date until the effective payment date.

The payment of such penalties by PCM fully releases PCM and shall be the sole compensation to which the Supplier will be entitled in respect of late payment.

### 8.5. Claim on invoice

In case of reasonable challenge by PCM, of one or more items in an invoice, the obligation to pay the amount in dispute is suspended and the application of Article 8.4 will be excluded. PCM shall send a letter to the Supplier (by letter, fax or email) justifying its position. The Supplier will then issue a credit note cancelling the disputed invoice and a new invoice for the undisputed items of the invoice will be issued.

In case the Supplier does not reply to the above letter sent by PCM within fifteen (15) calendar days from the receipt of this letter, the claim made by PCM shall be deemed accepted by the Supplier and the disputed amount will be automatically deducted from the payment made by PCM. The Supplier shall then issue the corresponding credit note.

## ARTICLE 9. TIME OF DELIVERY OF THE PRODUCTS

### 9.1. Time of delivery

The delivery of the Products will be made in accordance with the conditions defined in the Order.

The delivery of the Products is considered as a fundamental element of this Agreement and of the Order, without which PCM would not have contracted.

### 9.2. Late delivery

The Supplier agrees to notify PCM immediately by telephone and in writing of any special difficulties, particularly in terms of time or quantity encountered in the delivery of the Products, and shall specify the nature of these difficulties and the time in which it will be able to fulfil its obligations.

Any additional expenses resulting from this delay, except in case of force majeure, shall be borne by the Supplier.

If PCM accepts the new timeframe proposed by the Supplier, a written exchange shall formalize the agreement of the Parties on this point.

Whatever the applicable Incoterm defined in the Order, a fast shipping way (particularly air) may be required at the expense of the Supplier.

Failing an agreement between the Parties, the Supplier shall be liable and PCM may, at its discretion, automatically terminate this Agreement and / or the Order on the ground of breach of contract by the Supplier in the form and limits laid down under Article 22 of this Agreement.

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### 9.3. Penalties for late performance

The Supplier declares being fully aware of the detrimental consequences for PCM of any delay in the delivery of the Products.

Therefore in any case, except in cases of force majeure duly justified or any fact attributable to PCM duly proven, where the Products have not been delivered in time, PCM may apply the following penalties :

Five per cent (5%) of the Order's price excluding tax, per week of delay starting from the delivery date(s) agreed, with a maximum of twenty per cent (20%) of the Order's price excluding tax, it being specified that each (starting) week of delay will give rise to the payment of the penalty aforementioned.

Penalties constitute damages and do not discharge the Supplier from any of its obligations and/or other liabilities.

The application of penalties is independent from the termination of the present Agreement and/or Order, and/or a claim for damages for the harm suffered which can eventually result from the delay by the Supplier in the delivery of the Products.

Termination being effective only after formal notice, penalties are applied until the period for performance prescribed under such formal notice expires.

The supplier agrees that any penalty applicable under this Article will be charged by offsetting the relevant penalty amount against any amount due by PCM under this Agreement and/or Order.

## ARTICLE 10. DELIVERY AND ACCEPTANCE OF THE PRODUCTS / SERVICES

### 10.1. Country of Origin of products & Dual-Use Goods

#### 10.1.1. Country of Origin of products

The supplier undertakes to disclose any information related to the origin of the product:

- If the country of origin doesn't change: the supplier communication is formalized (only once)
- If the country of origin may change: supplier communication is systematically carried out during quotations or purchase order phases - including internal site transfer (Article 13) or subcontracting (Article 17)

In addition, the Supplier undertakes to communicate, upon request from PCM, control reports and any serial numbers.

In addition, in the case of a risk of breach of an embargo or economic sanctions, notwithstanding the preferential origin of the said finished product, the Supplier must inform PCM not only of the country of origin of the finished product, but also the country of origin of all components or any technology incorporated into the finished product.

If PCM is unable to deliver or distribute products delivered by the Supplier from countries subject to international sanctions and/or embargoes the supplier shall actively cooperate with PCM in order to find appropriate alternative solutions within a reasonable time line (e.g. proposal of an alternative product, sending of specifications to PCM, etc.).

#### 10.1.2. Dual-Use Goods

The Supplier will inform PCM if products ordered are subject to the European Dual-Use Goods Regulation (DUG) and, upon request from PCM, will provide a copy of the licence from competent authorities and/or the number US ECCN (Export control classification number).

### 10.2. Packaging of the Products

The Supplier undertakes to comply with the packaging rules specified under the Order.

Generally, the Supplier undertakes :

- Products are separated from each another;
- Packing guarantee both specifications & drawing requirements, and products are not deteriorated during transports and handling until final destination

Unless specific instructions have been stipulated in the relevant Order, packaging conditions are those specified in the first Order placed by PCM with the Supplier.

A label, fixed on every package and/or pallet has to be clearly visible in order to facilitate the reception and the storage by PCM and indicate at least:

- The number of the Order
- The reference number / product designation / index as indicated in the Order

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- The quantity per package and/or pallet
- The date of dispatch or expiration date

For perishable Products or Products subject to an expiration date, the Supplier shall ensure and guarantee that such products may be used for a minimum duration of six (6) months from the date receipt. The expiration date or the validity date shall be clearly legible on the label aforementioned.

If delivery is on pallets and except where otherwise provided in the Order, the pallets:

- Will be exclusively proportioned in 80x120cm (European size) ;
- Shall not present any damage (particularly board or broken cone) ;
- Shall present a resistance adequate for the Products' weight for safe storage ;
- Shall be furnished with a hooping perfectly adapted to support the transportation of the Products and the handling operations required.

If PCM is forced to proceed to the repackaging of the Products due to a failure of the Supplier in this respect, Supplier may be charged with the cost of such repackaging.

Any breach of the rules set out under this Article may result in the issuance by PCM of a nonconformity sheet and, as the case may be, in a refusal by PCM of the Products delivered, which shall be presented again for receipt, at the Supplier's costs (in accordance with article 10.6).

### 10.3. Delivery note

Each delivery is imperatively made with a delivery note, accessible before the Products are unloaded, with the following information at least:

- Country of Origin of the Products
- Name of the entity the PCM group issuing the Order;
- Number of Order
- Reference number and designation of the Products as indicated in the Order
- Quantity delivered
- Number of packages and their respective weight
- Serial Number and/or Number of the batch of Products, as the case may be
- Country of Origin, as the case may be

It is expressly specified that a delivery without delivery note or an incomplete or incorrect delivery note may result in the issuance by PCM of a nonconformity sheet and, as the case may be, in a refusal by PCM of the Products delivered, which shall be presented again for receipt, at the Supplier's costs.

### 10.4. Additional documentation for import

The modalities for the transportation of the Products, liability for the corresponding cost and the transportation's insurance cost, and the conditions of liability of the Parties during the transportation of the Products shall be defined in accordance with the Incoterm stated in the Order.

It is agreed that Incoterms applicable are ICC Incoterms in their 2010 version.

Generally, the Supplier undertakes for each delivery of Products, to communicate the transport insurance policy, if the transport is taken care of by the Supplier, as well as the following documents in case of Products coming from outside the European Union:

- Certificate of origin stating the source of the Products
- Packing list indicating the case or package number, the code and the description article of the Products, quantity, weight, dimensions, signature and seal
- Certificate of compliance with European regulations, particularly to EC standards

Additional documents may be requested by PCM according to the legislation in force or of the country of origin of the Products.

Any breach of the rules set out under this Article may result in the issuance by PCM of a nonconformity sheet.

### 10.5. Acceptance

Delivery of the Products by the Supplier shall be performed by the Supplier at the place agreed in the Order, and at the time period agreed with PCM; a fixed time period (same day / same time) may be agreed between the Parties.

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In the event of non-compliance with opening hours, Products may not be received by PCM and/or the Subsidiaries and must be resubmitted for acceptance at the Supplier's expenses.

In the event of a delay delivery or an excessive quantity in comparison with the Order, the Purchaser reserves the right, either (i) to accept the Supply, (ii) to make the Supply available to the Supplier at the Supplier's own risk, or (iii) to return the Supply at the Supplier's own cost and risk.

## 10.6. Management of non-conformities

In the case, in particular, of:

- Delivery with a security risk;
- Delivery of the Products not meeting the requirements ("cahier des charges") and/or the plans referred to the Order
- Delivery of the Products in poor condition
- Logistics do not comply with Articles 10.1, 10.2 et 10.3 ;
- Delivery of the Products in advance or late with respect to the delivery date agreed in the Order as referred in Article 10.5
- Delivery of the Products in different quantities (lower or higher than the quantity referred to in the Order

PCM shall issue a nonconformity sheet and, as the case may be, refuse part or all the delivery of Products, which shall be presented again for receipt, at the Supplier's costs.

In case of receipt of a non-conformity report, the Supplier undertakes to:

- Define and submit, in writing, a remedial action plan within forty-eight (48) hours from receipt of nonconformity sheet, as well as analysis of root cause and non-detection;
- Follow the remedial and/or corrective actions mentioned in the actions plan;
- Provide with the five (5) following deliveries after the delivery of the nonconforming Products, an inspection report in respect of the criteria defined under the nonconformity sheet.

Under certain conditions, PCM may accept non-conforming Products for a fixed period.

In this case, the Supplier will request to PCM quality department a derogation which may be accepted, and then will be mentioned on the delivery note and on the package or pallet containing the Products concerned by this derogation.

Any derogation of non-conforming Products does not presume the future acceptance of Products with the same non-conformity characteristics. Any sort of derogation may be subject to invoicing, according to the Supplier's responsibility.

If the product is detected by PCM as non-conforming product, the Supplier will be informed of its availability for removal. Therefore, the Supplier will have to carry out the removal at his own cost within 2 weeks. After this time period, the non-conforming product will be discarded.

The non-conforming product / service refused shall be deemed undelivered. Upon delivery of a replacement product, the Supplier will indicate on the delivery note the number of the PCM non-conformity sheet (ex : NCR-2017-1234).

The Supplier may be put to financial contribution (over-costs, sorting and repair, express transport, etc.), on a pro-rata basis concerning his responsibility, after exchange between the Parties (a minimum administrative flat rate of 50€ is fixed).

The non-conforming Supply refused by PCM may also give rise to the application of penalties provided in Article 9.3, after exchange between the parties.

## ARTICLE 11. TRANSFER OF TITLE AND RISK

Title in respect of the Products / Services shall be transferred unconditionally to PCM from the date of signature appearing on the delivery note presented by the Supplier.

Risks relating to the Products shall still be supported by the Supplier until full acceptance (without any reservations) of the Products by PCM.

## ARTICLE 12. REPRESENTATIONS OF THE SUPPLIER

### 12.1. Financial representations

Supplier guarantees to be in a non-sensitive legal and financial situation so that PCM has no reasons to fear any default from it during the term of this Agreement.

Supplier undertakes during the entire term of this Agreement to develop and to vary its clientele in a way to avoid being economically dependent towards PCM. Supplier undertakes to inform PCM as soon as the turnover achieved under this Agreement shall be equal or higher to twenty-five (25%) per cent of its total turnover.

This obligation of information on the Supplier constitutes an essential condition under this Agreement.



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## 12.2. Deontological representations

Especially regarding products not manufactured in France, the Supplier certifies that:

- He meets the entire legal and regulatory obligations in force applicable to him in the manufacturing country of the Products;
- He does not knowingly contravene local environmental regulations, unless plan of actions formalised and validated by the competent authorities;
- Products are in no way all or part of the result of children labour;
- Supplier's employees assigned to the Products manufacture have the minimum legal age to work in force in the manufacturing country, being specified that if the minimum legal age is lower than fifteen (15) years, or in the absence of any minimum legal age, employees are more than fifteen (15) years old;
- He does not resort in any way to illegal or forced work in any form ;
- Employees are not subject to any physical abuse, threat of physical abuse, insults or other forms of intimidation and are not forced to leave a money deposit or their identity papers to their employer;
- Manufacture unit of the Products is safe and offers acceptable health conditions, as well as representational housing as the case may be (those ones being separated from the area of production and/or from the logistics areas).
- He struggles against corruption, on its name and on name of subcontractors

## ARTICLE 13. COMPLIANCE WITH LABOUR LEGISLATIONS

The Supplier guarantees that it complies with the labor legislation to which it is subject. It also guarantees that the Supply shall be performed in compliance with the labor laws in force in the countries in which the Supply is performed.

If the Supply is performed in France:

- the Supplier undertakes to comply with the labor law relating to concealed work (Articles L.8222-1 et seq. and Articles R.8222-1 et seq. of the French Labor Code) and foreign labor (Articles L.8253-1 et seq. and L.8254-1 et seq. in the French Labor Code). Depending on whether it is domiciled in France or abroad, the Supplier undertakes to submit to the Purchaser on the date of the Order and in any case before the beginning of the performance of the Supply, then every six (6) months until the Order is performed either the documents indicated in Articles D.8222-5 et seq. and D.8254-1 et seq. of the French Labor Code or the documents indicated in Articles D.8222-7 and 8 et seq. and D.8254-3 et seq. of the French Labor Code.
- Supplier also certifies that employees that will participate to the performance of this Agreement are regularly hired in accordance with articles L.3243-2, L.1221-10, L.1221-13 and 1221-15 of the French Labour Code.
- In accordance with the provisions of the French Labour Code, Supplier shall provide to PCM a declaration certifying if it has or might resort to, for the performance of this Agreement, foreign national employees and in the affirmative, the Supplier shall also certify that those employees are or shall be authorized to carry a professional activity in France.

Supplier shall be responsible for the supervision, management and remuneration of all employees working under its supervision for the performance of this Agreement and Orders.

## ARTICLE 14. INTUITU PERSONAE AND SUBSTITUTION

This Agreement is governed on an "*intuitu personae*" basis with regards to the Supplier who has been chosen given its quality and experience and by taking into consideration its personality (shareholders and leadership).

Consequently, Supplier shall not give, subcontract or transfer all or any part of his rights and obligations under this Agreement without the prior written agreement of PCM, including in the event of merger, division, partial transfer of assets.

In case of transfer, even in part, of the company or of the tangible or intangible business assets of the Supplier, PCM shall be entitled to obtain the termination of this Agreement, without having to pay any compensation or to give prior notice, by registered letter with acknowledgment of receipt.

In case the Supplier directly or indirectly holds shares in competing companies and/or clients of the PCM Group, PCM shall be entitled to obtain the immediate termination of this Agreement without having to pay any compensation or to give prior notice, by registered letter with acknowledgment of receipt.

In case any of the above events occur, the Supplier undertakes to inform PCM of same within seven (7) days by registered letter with acknowledgment of receipt. It shall then keep PCM informed of the changes in its position so that PCM shall be able to appreciate the risks it is taking in the context of the continuation of their collaboration.

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## ARTICLE 15. CONFIDENTIALITY AND GDPR

### 15.1. Confidentiality

The Supplier acknowledges that the nature of the information entrusted by PCM to it for the performance of this Agreement and the Orders touches upon fundamental strategic interests of PCM and its protection is the very essence of its collaboration with PCM.

The Supplier undertakes not to disclose to any third party any information relating to PCM or its activities that would not be in the public domain and of which he could have become aware during the performance of this Agreement and the Orders.

The Supplier undertakes to keep the existence and the dispositions of this Agreement and the Orders and all information communicated by PCM, strictly confidential.

Consequently, the Supplier, its employees, suppliers, service providers or subcontractors who have a punctual or regular access to Confidential Information may not, during the period of this Agreement and the Orders, as well as during the five (5) years following termination, except as required by an administrative or legal authority, use it for its own purposes, disclose it to anybody or to communicate it to anyone without PCM's prior express and written agreement.

Such information communicated by PCM to the Supplier shall remain the exclusive property of PCM.

Upon termination of this Agreement or of each Order, regardless of the cause, the Supplier shall return to PCM all documents in its possession relating to this Agreement or the Orders.

The Supplier shall be held responsible for any undue disclosure of the Confidential Information to a third party by one of its employees, suppliers, service providers or subcontractors.

### 15.1. GDPR

When an order is placed, the parties are liable to receive personal data. They undertake to process such personal data in compliance with law applicable to personal data. More specifically, they undertake to only use personal data for the purposes of supplying products and/or providing services and, if appropriate, for the purposes of prospecting as per the conditions set out by the law. Personal data shall be kept for the legal authorized duration.

These data may be transferred when required to external service providers in order to supply products and/or provide services. In such a case, the parties shall make sure that the service providers present all the necessary guarantees to ensure the security and integrity of the said data.

Persons whose data are processed are informed of the fact that they have a right of access, rectification, deletion and opposition regarding any personal data concerning them by writing to the following address: [dpo@pcm.eu](mailto:dpo@pcm.eu) or to the supplier's address, available on request.

## ARTICLE 16. INTELLECTUAL PROPERTY AND NON COMPETE

### 16.1. Specific Products

PCM shall remain the sole owner of all the intellectual and industrial property rights attached to the Specific Products which it owns the intellectual and industrial property rights and which it entrusts any or all of the manufacturing works to the Supplier.

PCM shall immediately acquire, during the performance of this Agreement or the Orders, any intellectual and industrial property rights attached to the Specific Products directly or indirectly created or developed by the Supplier solely for PCM and this exclusively and without the need for the payment of any additional remuneration to that which is provided under Article 8.

This transfer is agreed by the Supplier on all of the inventions, patents, drawings and designs, know-how, brands, whether these titles are registered or being registered, all the copyrights such as reproduction right, representation right and adaptation right for the legal duration of the copyrights, if necessary for the entire world via any medium (paper, computer file, digital, magnetic, etc, and in particular in the form of source and binary codes and of the documentation relating to in case of software) by all means known or to come. Patent registration shall only be carried out by PCM at its initiative and at its costs.

The Supplier undertakes to obtain all prior transfer from the employees required to meet its commitments taken under this Agreement and to provide any necessary document for the confirmation of this transfer in front of any office or third party.

The Supplier guarantees the quiet enjoyment of the intellectual and industrial property rights referred to under this Article 16.1 and declares that these rights do not affect those of third parties. The Supplier shall guarantee and indemnify PCM in case of any action

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taken by any third party relating to the intellectual property rights referred to under this Article 16.1, as well as the reasonable fees of advice.

If the performance of this Agreement or the Order results into an eventual patent registration, PCM only shall carry out such registration at its initiative and at its costs.

The Supplier undertakes not to manufacture or have manufactured for itself or for a third party, and/or to commercialize Specific Products without the prior express and written agreement of PCM.

## 16.2. Standard products

The Supplier shall remain the sole owner of all the intellectual and industrial property rights attached to the Standards Products.

The Supplier expressly holds PCM harmless against in particular any disorder, claim, eviction or complaint relating to the intellectual and industrial property rights attached to the Standards Products. Under these circumstances, the Supplier shall exclusively bear all cost related to judicial fees as well as all damages that PCM could be ordered to pay by a court judgment or any indemnity that it could have to pay in particular as part of a settlement or mediation and that would be related to the disputed Standards Products.

In the event that legal proceedings are initiated by a third party in relation to the intellectual property rights attached to the Standards Products, the Supplier shall undertake to obtain for PCM the right to pursue a quiet use of the Standards Products without having to incur any additional cost.

If the third party obtains a judgment in its favour, the Supplier shall, at its own cost and without any delay, without prejudice to PCM's right of compensation for the harm suffered resulting therefore:

- Obtain the right for PCM to continue to use of the Standards Products;
- Modify the Standards Products by replacing the forged evidence by an equivalent evidence non-forged ;
- Fully replace the forged Standards Products.

This guarantee shall remain in force for a period equal to the preservation of the intellectual and industrial property rights and in particular the copyrights.

In such a case, PCM may nevertheless terminate this Agreement without prejudice to all compensation that it could claim from the Supplier for the harm suffered.

## ARTICLE 17. REPRESENTATIVES

The Supplier shall appoint a permanent representative who will be responsible for the successful performance of this Agreement. This representative shall particularly follow the implementation of the Agreement, its eventual evolutions, suggest remedies or corrective actions in case of nonconformity and insure coordination with PCM with regards to the collaboration conditions.

## ARTICLE 18. SUBCONTRACTING

The Supplier shall not subcontract to a third party any or all of the supply of Products that it has been entrusted with under this Agreement without the prior written and express agreement of PCM, for which PCM reserves a right of refusal.

In any case, the Supplier shall remain personally liable for the perfect performance of this Agreement for the party or the parties that would have been subject to the subcontracting.

If subcontracting is allowed by PCM according to the forms indicated above, performance of part (s) of this Agreement by appointed to third parties will be conducted under the sole responsibility of the Supplier concerning in particular the quality of the Products and the time of delivery, which will guarantee PCM of compliance with all the obligations defined in this Agreement.

## ARTICLE 19. PERFORMANCE

### 19.1. Supply Chain performance

After supplier and PCM agreed on Charter of Leadtimes (defined in special conditions), PCM is committed to collaborate with supplier in order to reduce them:

- By communicating, insofar as possible, yearly quantities based on historical consumptions and/or forecasts;
- By sizing an appropriate stock to improve either flexibility or adapt PCM leadtime expectations.

The supplier commits to collaborate with transportation subcontractors to manage properly entire leadtime related to incoterm negotiated.

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PCM manages Supply Chain performance with satisfaction rate.

Satisfaction rate measures ability of supplier to fulfill requested date by PMC compared with date of delivery for the whole order.

Satisfaction rate (quantity and leadtime) is monthly assessed and calculated as follow:

- Leadtime (incoterm negotiated): effective date of delivery compared with requested date indicated under the Order
- Quantity: effective quantity delivered compared with requested quantities indicated under the Order
- Satisfaction rate : leadtime and quantity

The Supplier commits to comply with annual target indicated under the Special Conditions (example: satisfaction rate target = 90%). For the purposes of this Article, it is specified that Products rejected by PCM for non-conformity are considered undelivered.

Failure to comply with the annual satisfaction rate target indicated under the Special Conditions shall result in the following financial penalties:

- Result between ninety per cent (90%) to ninety-five per cent (95%) of result: possible penalty of zero decimal five per cent (0, 5 %) on yearly turnover
- Result between eighty-five per cent (85%) to ninety per cent (90%) of result: possible penalty of one per cent (1%) on yearly turnover
- Result under eighty-five per cent (85%) of result: penalty of two per cent (2%) on yearly turnover

If penalties for late delivery provided under Article 9.3 are applied for an order, above-mentioned penalties will not be implemented for same order.

## 19.2. Quality performance

### 19.2.1. General

The Supplier shall carry out all inspections aiming at guaranteeing products' quality. It commits to notifying PCM of any quality problems.

Save PCM's consent, no Products' characteristic (reference, conception, production process, presentation, material, packaging...) shall be modified during the production/manufacturing of series. .

### 19.2.2. Traceability

#### a. Description of traceability

The traceability requested by PCM is formalized as follows :

- Either by the article code ending with the letter T (ex: N103273014T)
- Either by the field "Particularity" completed by the mention "Traceability"
- Either by the specifications indicated on the Order, field "CdC number" completed.
- Either by the request detailed on the Order;

In case of traceability, the provision of a certificate 3.1 according to NF EN 10204 is required.

This traceability is implemented by a specific marking (if technically possible) carried out by the Supplier on each part and each packaging associated as requested with the Order, on the drawing, or in the specifications. This list serves as a hierarchy of documents. If there is no marking indication in the documents mentioned above, the Supplier must apply the following rule for marking:

Article code PCM + Order number PCM + increment number (001 to 00x, being recalled that "x" is the ordered quantity)

The Supplier must be able to provide PCM, at its first request, all the traceability requested and if necessary to adapt its organisation.

#### b. Communication of traceability certificates

The documentation must be sent in 2 copies to PCM as follows:

- A copy by email to [certificats@pcm.eu](mailto:certificats@pcm.eu): the subject of the mail must include the following elements:
  - o PCM Order number – Supplier Delivery note number – PCM article code number
  - o The number of material batch must also be added in the case of raw materials (bars, tubes, plates, UPN, foundry, chemicals, etc.).

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- And a paper copy with the delivery note during the delivery of the material.

#### 19.2.3. Quality control at the Supplier's factory

PCM or any company appointed by PCM, shall be entitled to carry out sampling inspections, during production or before Products dispatching. If inspected products are found nonconforming, PCM shall ask the Supplier to bring them into conformity.

The Supplier shall not refuse to PCM or any company appointed by PCM an inspection during production, or before dispatching. Delivery deadlines provided under Article 9.1 shall not be delayed because of an inspection.

PCM shall be liable for payment of inspections and travel expenses for the first quality inspection. If PCM or the company appointed by PCM has to carry out additional inspection in light of nonconforming products, the Supplier shall be liable for all costs related to such additional inspection.

#### 19.2.4. Supplier Audit

PCM or a company appointed by PCM shall be entitled carry out an audit at any time (system/process/product) at the Supplier's premises in order to ensure that the Products are manufactured by the Supplier in accordance with the provisions of this Agreement and of the Order. PCM shall comply with a previous ten (10) business day notice.

The Supplier shall provide its assistance during these audits.

After the audit, PCM or any company PCM appointed shall give to the Supplier an audit report stating clearly eventual detected failure, enforcement action that shall be taken in that case, and timeframe for implementation. If the Supplier does not make any comment within eight (8) business day from its reception by the Supplier, the audit report aforementioned shall be considered fully accepted by the Supplier. If the Supplier does not take necessary corrective measures within the timeframes set for this purpose, PCM is entitled to terminate this Agreement by registered letter with acknowledgment receipt, without prejudice to any compensation that PCM may claim.

### 19.3. Improvement plan

With his own know-how, the Supplier is able to identify improvement plans during term of the agreement. Then, objectives are defined on particular conditions and managed each year.

### 19.4. Supplier performance assessment

Supplier is assessed on a yearly-basis with communication of score (A / B / C / D). If necessary an action plan and/or an improvement plan is managed.

## ARTICLE 20. EQUIPMENT AND MOULD LOAN (DETAIL ON APPENDIX 3)

For the purposes of this Agreement, PCM may make equipment and mould available to the Supplier, and leave such mould on deposit on the Supplier's premises.

In such a case:

- the Supplier shall acknowledge receipt of the equipment and mould in good working condition and return them in the same condition;
- the Supplier commits to using the equipment and mould to PCM's exclusive benefit.
- Any degradation of the Tools requiring major maintenance action will be reported by the Supplier to PCM with all supporting evidence; the maintenance actions shall be anticipated in accordance with the fixed or provisional schedule form to avoid any delay in delivery
- equipment and mould remain the full property of PCM in whatsoever case including the Supplier becoming subject to administration and compulsory liquidation proceedings ;
- PCM retains the right to take back the relevant equipment and moulds at any time without any objection by the Supplier;
- Legal guardianship over the equipment and moulds is entrusted to the Supplier, who has the same responsibilities as any depositary, in accordance with article 1915 and seq. of the French civil Code. The Supplier commits to exercising the same care to as that which it would apply to its own property and must carry out the maintenance of the equipment and mould.

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Risks of loss or deterioration of equipment and moulds, and financial consequences resulting from any damages which those equipment and mould could cause, shall be transferred to the Supplier, under this Agreement, as from the date the equipment and mould are delivered to the Supplier.

## ARTICLE 21. SUPPLIER'S GUARANTEES AND RESPONSIBILITIES

### 21.1. Products' guarantee

The Supplier guarantees that the Products comply with specifications and demands agreed in the Order, that they are adapted to the particular purposes expected by PCM, that they are free from conception defects (except conception by PCM), of materials (except provision by PCM), and of manufacturing, that they totally satisfy results requirements expected by PCM, and that they meet all existing legal requirements and standards, in particular in terms of security.

Unless otherwise specified under the Order, the Supplier guarantees the Products and their expected results for a time period of two years from their delivery date. Complaints made under this guarantee shall suspend the guarantee period until the Supplier remedies the defect, and the guarantee period shall be extended accordingly.

The warranty includes parts, labour, transport and travel. It also includes the cost of disassembly, handling, customs duties and reassembly of parts, and for the Works, the cost of demolition and re-performance of the Works. This warranty clause is without prejudice to any damage sustained by the Purchaser.

Unless otherwise agreed between the Parties, replacements or repairs of the Supply under the warranty provided in this Article shall be effected within a maximum period of forty-five (45) days following the written notice of the defect or malfunction sent by the Purchaser.

Unless otherwise agreed between the Parties, during the warranty period, the Supplier undertakes to send a technician free of charge within two (2) days and to restore the operational functioning within five (5) working days from the notification of the failure of the Supply by the Purchaser to the Supplier.

Any Product replaced or repaired or any Service corrected shall be guaranteed, under the same conditions as above, until the end of the warranty period and in any case during a period of six (6) months from the time of the repair/correction. In the event the Supplier does not perform its warranty duties, the Purchaser reserves the right to perform or have a third party perform the necessary works at the Supplier's expense.

### 21.2. Supplier's liability and insurance

The Supplier shall be responsible for any loss or direct, indirect, accessory, specific or immaterial damages, including loss of earnings sustained by PCM because of late delivery, defective Products or any other failure committed by the Supplier in the performance of the Order

In any case, no inspection, approbation or acceptance of Products shall release the Supplier from its liability for defects or other failure to comply with the Order's conditions.

The Supplier shall contract and maintain, over the lifetime of this Agreement and the Order, all necessary insurances to cover civil liability relating to the fulfilment of this Agreement and the Order, and covering, in particular physical injury, material or immaterial damages, consequential or not, possibly caused by the Products.

During first order, The Supplier shall send to PCM in a mandatory way, insurance certificates detailing the insured events and amount, and proving the payment of corresponding insurance premium.

In addition, The Supplier shall annually produce certificates confirming the renewal of its policies for the following period, for as long as its contractual obligations remain in force. In the case of insufficient coverage, the Purchaser shall have the right to require that the Supplier take out additional coverage.

It is stated that the limitations or excess contained in the insurance policies taken out by the Supplier are not enforceable against the Purchaser.

Neither the presentation of insurance certificates by the Supplier nor the content of the insurance policies taken out shall be limit the Supplier's liability.

### 21.3. End-of-life Products

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The Supplier commits to deliver the Products, their parts and components for repair, maintenance or development, throughout the duration indicated under the Order, including the guarantee period, and also commits to manufacturing and supplying them without interruption during five (5) years after delivery of last Order.

If the Supplier later decides to stop to manufacturing all or part of the Products, the Supplier shall inform PCM at least six (6) months before the effective end-of-life of the Products, to enable PCM to place additional orders and/or seek for an alternative supplier or alternative products. In this respect, the Supplier shall assist PCM in its search for an alternative supplier or alternative products.

#### **21.4. Supplier's liability in the event of violation of economic sanctions or any other "export control" regulation**

In any case, no inspection, approbation or acceptance of Products shall relieve the Supplier of its liability for violation of any international or national economic sanctions or any other export control regulation.

PCM reserves the right to seek redress against the Supplier in case of violation defined above due to its failure.

## **ARTICLE 22. TERMINATION**

### **22.1. Termination of the Agreement**

In the event that one of the Parties totally or partially fails to perform of one of its obligation under this Agreement, the other Party is entitled to terminate this Agreement automatically by registered letter with acknowledgment receipt, within fifteen (15) days after formal request remained without any effect, without prejudice of any compensation that could be claimed from the defaulting Party by the aggrieved Party, for the damages sustained and resulting from the relevant contractual failures.

PCM shall be entitled to terminate the Agreement at its convenience, subject to prior notice of thirty (30) business days, made by registered letter with acknowledgment receipt to the Supplier.

The Supplier shall return, within eight days and at his own expense, to the Purchaser the Entrusted Property and any Documentation which has not yet been provided.

Each Party shall still be required to comply with all its contractual obligations until the effective date of termination, without prejudice to any damage that the non-defaulting Party may be able to claim as compensation for the damage incurred as a result of the non-performance by the defaulting Party of its obligations set forth in the contractual documents.

Furthermore, if the Supplier is the Purchaser's sole source, the Purchaser may postpone the date of termination until an alternative source of supply has been implemented, in which case the Supplier undertakes to maintain the performance of the Orders in accordance with the contractual terms and conditions.

### **22.2. Termination of the Order**

#### **22.2.1. For failure by a party**

In the event of failure by a Party to comply with one of its obligation under an Order which last for fifteen (15) days from the date of receipt of a registered letter with acknowledgment receipt notifying the relevant failure, the non-defaulting Party shall be entitled to terminate the Order automatically, without prejudice to any compensation it could claim for the damages sustained and resulting from of the relevant contractual failures.

In the event of termination of the Order by the Purchaser for default attributable to the Supplier, the Purchaser reserves the right to perform or have a third party perform all or part of the Order at the expense of the Supplier. In this respect, the Supplier undertakes, at the request of the Purchaser, to provide to the latter or to any third party designated by the Purchaser all the elements necessary to perform the Supply.

#### **22.2.2. For convenience**

PCM shall terminate an Order, totally or partially, subject to prior notice of thirty (30) days notified by registered letter with acknowledgment receipt to the Supplier. In such case, PCM shall pay the Products delivered and duly accepted by PCM at the effective date of termination

### **22.3. Divisibility**

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Termination of an Order for any cause whatsoever, shall not lead to the termination of the other Orders, or of the Agreement, unless there is an explicit agreement between the Parties.

At the date of termination for the Agreement based on Supplier's breach, Orders in progress shall not be automatically terminated. PCM shall decide, at its convenience, of their continuation or not, until the date specified thereunder.

At the date of termination for the Agreement at PCM's convenience, Orders in progress shall be performed until they expire.

In case Orders are maintained, PCM and the Supplier shall apply to their contractual relationship the terms and conditions set out in this Agreement.

## **ARTICLE 23. HARDSHIP AND FORCE MAJEURE**

### **23.1. Hardship**

In compliance with article 1195 of the Civil Code, if an event that is beyond the parties' control compromises the equilibrium of the contract to such an extent that one of the parties is unable to execute its obligations, the parties agree to negotiate in good faith a modification of the contract. Such events include particularly the occurrence of a fluctuation in the price of raw materials, a change in customs duties, a change in the exchange rate or in the applicable laws and regulations. Should the parties fail in their negotiations, they agree to appoint a mediator or to call for conciliation with the Presiding Judge of the competent Commercial Court acting as the arbitrator.

### **23.2. Force majeure**

Neither party in this contract shall be held liable for its delay or failure to execute its obligations hereunder if such delay or failure is the direct or indirect consequence of an event of force majeure, defined in a broader scope than that of the French case law, such as the occurrence of a natural disaster, earthquakes, storms, fires, floods, conflicts, wars, attacks, labour conflicts, total or partial strikes at the premises of the Supplier, Purchaser, or the suppliers, subcontractors, providers of services, carriers, post, public services, etc, mandatory orders of the public authorities (import prohibitions, embargos), operating accidents, machine breakdowns, explosions. Each party shall immediately inform the other party of the occurrence of an event of force majeure brought to its knowledge which, in its opinion, is of such a nature as to affect the performance of the contract. The parties must consult with each other within the shortest possible time to examine in good faith the consequences of the event of force majeure, and mutually consider the measures to be taken.

## **ARTICLE 24. MISCELLANEOUS PROVISIONS**

### **23.1. Transfer of contract**

PCM shall have the right to freely assign, transmit or transfer, at any time, all or any of its rights and obligations under this Agreement, in whole or in part, or any benefit or interest arising thereunder, to its subsidiaries, affiliated companies or related companies which are member of the same group or to any company that is directly or indirectly controlled by PCM, without the prior consent of the other party and in particular in case of merger, division, absorption, partial transfer of assets, assignment.

### **23.2. Amendments**

This Agreement cannot be amended by the Parties and /or the Parties cannot renounce to it, unless there is a written and signed agreement between the Parties.

### **23.3. Integrity**

This Agreement, together with its appendices and eventual amendments that may be signed according to the provisions of this Agreement, constitute the agreement between the Parties in its entirety and replace all discussion, negotiation and previous Agreements between them, relating to the subject matter of this Agreement. Hence, the Parties shall not be bound by the terms, conditions, warranties or declaration provided in documents other than this Agreement, its appendices and eventual amendments that might be signed according to the provisions of this Agreement.

### **23.4. Notifications**

Unless otherwise specified in this Agreement, validity of any notification, application, communication or agreement related to the subject matter of this Agreement or expressly mentioned in this Agreement (hereinafter "Notifications") shall comply with the provisions of this article 23.3.



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Any Notification, including contacts mentioned on notifications, shall be made in writing by registered letter with acknowledgment receipt, email or fax or address/ contact details of the Parties referred to below, or an address/contact detail that a Party has formerly notified in written to the other Party.

Notifications shall be sent:

To PCM:  
PCM  
1 rue René Moineau 49123 Champtocé sur Loire  
Contact : Bertrand LE PODER  
Email : [blepoder@pcm.eu](mailto:blepoder@pcm.eu)

To the Supplier:  
(Name)  
(Address)  
Contact: to be completed  
Email: to be completed

### 23.5. Titles

The titles of the articles of this Agreement shall help to identify these articles. In the event of interpretation difficulties between one of the titles used as an article heading and one of the articles, titles are considered as non-existent.

### 23.6. Contractual Autonomy

Nullity or inapplicability of one the provision of this Agreement shall not annul other provisions, which shall maintain their validity and scope.  
However, the Parties shall commonly agree to replace nullified provisions.

### 23.7. Waiver

The fact that a party does not exercise rights provided for in this Agreement does not constitute a waiver of these rights, save a written agreement between the Parties in relation thereto.

### 23.8. Appendices

Appendices and preamble of this Agreement form integral part of this Agreement and shall be binding on the Parties, just like this Agreement.

## ARTICLE 25. APPLICABLE LAW AND JURISDICTION

This Agreement is subjected to French Law.

By mutual agreement, the Parties may decide to attend mediation before bringing the case to Court.

Parties expressly agree that, failing an amicable agreement, the Commercial Court of Nanterre ("Tribunal de Commerce de Nanterre") shall have exclusive jurisdiction over any dispute relating to the formation, interpretation, performance or non-performance of this Agreement.

**Signed in two (2) original copies**

**In Champtocé sur Loire, on (date)**

**PCM**  
Name: Bertrand LE PODER  
Role: Group Purchasing Manager.

Company signature and stamp:

**The Supplier:**  
Name:  
Role:

Company signature and stamp:



keep it moving

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### APPENDIX 1 - PURCHASE ORDER & ACKNOWLEDGE OF RECEIPT

#### TEMPLATE OF PURCHASE ORDER



keep it moving

**PURCHASE ORDER**  
**PCM Europe S.A.S.**

Order reference is mandatory on invoices and delivery notes

**PCM Europe**

PCM ref: PO-060-1717053  
 Revision #: 0  
 Order date: 16/10/2017  
 Supplier code: [REDACTED]  
 Supplier reference: [REDACTED]

**PCM CONTACT**

Name: [REDACTED]  
 Position: [REDACTED]  
 Email: [REDACTED]  
 Tel: (+33) [REDACTED]

**Supplier**

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

**SUPPLIER CONTACT**

Name: [REDACTED]  
 Position: [REDACTED]  
 Email: [REDACTED]  
 Tel: [REDACTED]

**DELIVERY ADDRESS**

**PCM EUROPE SAS**  
 Rue René Moineau  
 49123 Champlocé - France

**INVOICING ADDRESS**

**PCM Europe SAS**  
 Service comptabilité  
 Rue René Moineau  
 49123 CHAMPTOCE SUR LOIRE - France

Product	Description	Receipt date	Ordered qty	Gross price	Discount	Net price	Line total
1	SK078025DBPT ROD 78 25F GR78 ROD 78 25F GR78      SK078025DBPT	03/11/2017	400,00 UN	[REDACTED]		[REDACTED]	[REDACTED]

Currency: EUR  
 Incoterm: FCA  
 Payment term: SEPA Bank Transfer 30 D end Month

**TOTAL TAX EXCL** [REDACTED] EUR

ORDER IN ACCORDANCE WITH PCM GENERAL PURCHASING CONDITIONS  
 NO DELIVERY FREIGHT COLLECT  
 An order acknowledgement must be returned under 48H

PCM Europe S.A.S.  
 SAS au capital de 44 223 000,00 EUR RCS Nanterre 008933472 SIRET: 008 933 472 00010 - APE 4669B - TVA FR91003933472  
 6Boulevard Bineau, 92300 LEVALLOIS PERRET, France - T: (+33)1 77003100  
 www.pcm.eu - E-mail: contact@pcm.eu

PCM Order number

Supplier address

PCM Contact

Supplier contact

Line Number

Technical data

Requested date

Sales conditions

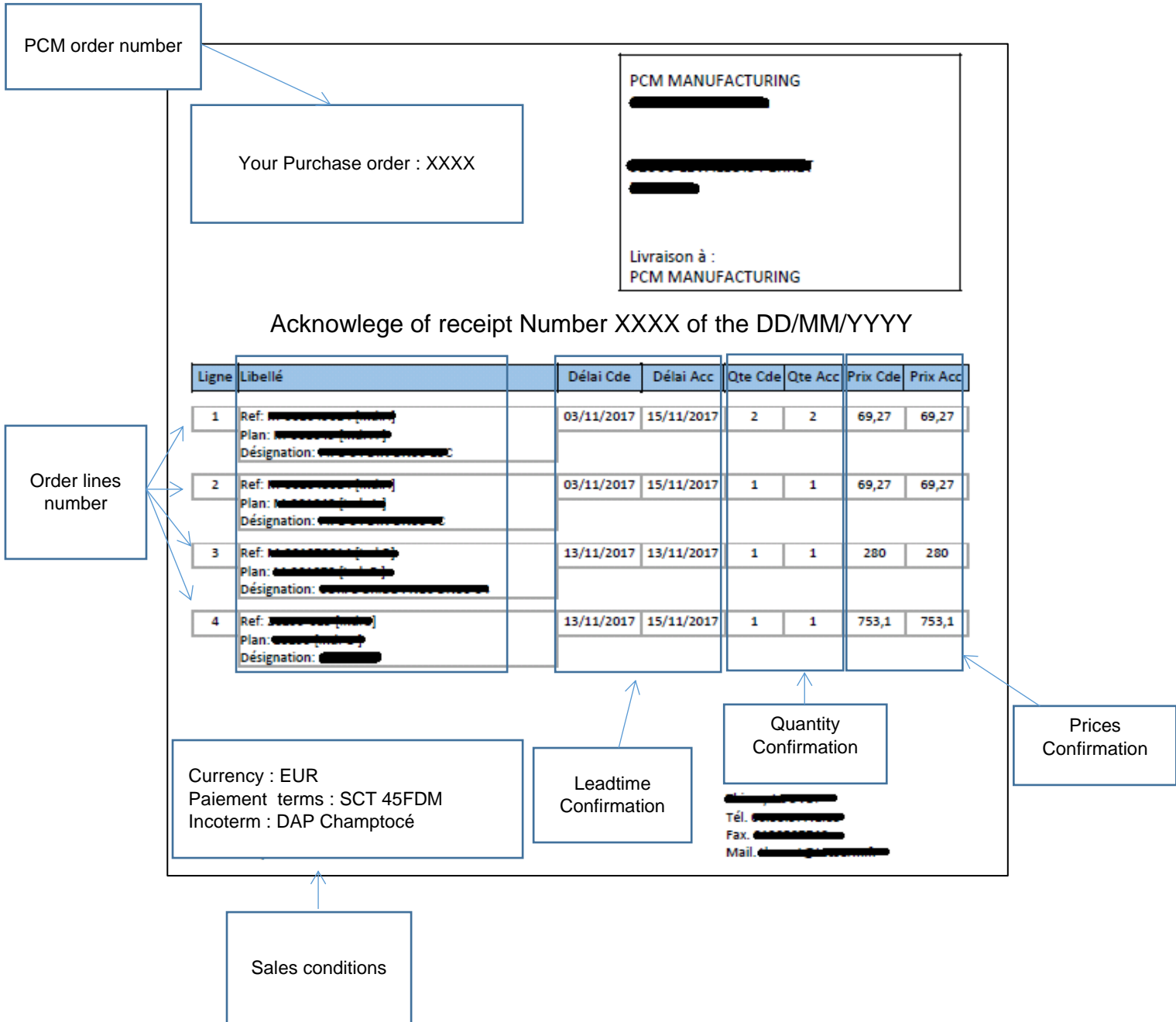
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**EXAMPLE OF ACKNOWLEDGE OF RECEIPT**



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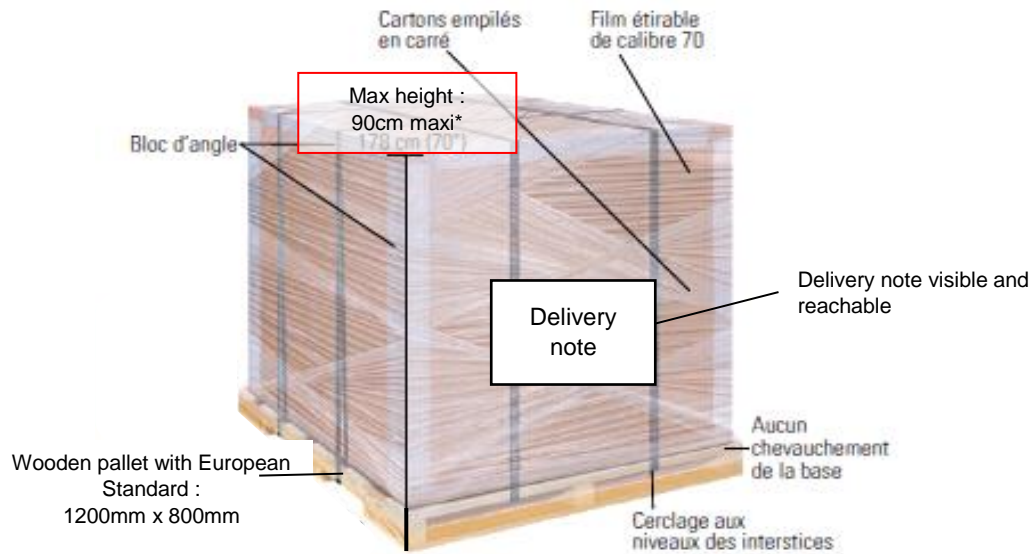
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## APPENDIX 2 – PACKAGING AND LOGISTICS

This appendix defines additional requirements related to packaging and logistics. Any breach of the rules set out under this appendix may result in the issuance by PCM of a nonconformity sheet

### 1. Basic rules

Every packaging must be in accordance with rules defined below :



\* There is an exception on height for chemical products (see categorie3b)

Type of packaging refused are:

- Pallets : Pallets in cardboard and plastics are refused
- Wedging : Any wedging type we can't manipulate / waste easily is refused (non-exhaustive list below) :

- Packing peanuts



- Milled paper / carton



Delivery notes are reachable and outside cartons

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## 2. PCM categories of packaging

Packaging categories are defined by PCM in order to standardise packaging for every type of product. Every category of packaging is defined by a number (type of packaging) and a letter (additional specifications).

Categories of packaging are defined as follows :

- **Category PCM 1** : Products delivered with burden / pallet / frame
- **Category PCM 2**: Products delivered with bench grinder
- **Category PCM 3**: Chemical and dangerous products
- **Category PCM 4**: Products with packaging dimensions over PCM standard (more than 120 x 80cm)
- **Category PCM 5**: Products with packaging dimensions lower (Small dimension and weight < 25kg)




Categories of packaging are defined with following requirements :

PCM Packaging categories	General requirements	Additional requirements	Pictures
<b>1A</b> Bar / Tube < 1200mm	Euro pallet 800 x 1200mm certified and marked EURO-EPAL NORM UIC 435-2 and Rail Quality Insurance AQF 335.	<ul style="list-style-type: none"> <li>• <b>Length &lt; 50 mm</b> Elevation fixed on the pallet No sling</li> <li>• <b>Length from 50 mm to 1200 mm</b> Elevation fixed on the pallet Sling Strapping parts with a metal strap</li> </ul> <p>If diameter from 20 to 100mm : 5 pieces maximum per bundle                      If diameter over 100mm : 3 pieces maximum per bundle</p>	
<b>1B</b> Bar / Tube > 1200mm	Pieces with slings (straps)	<ul style="list-style-type: none"> <li>• <b>Length 1200mm to 6000mm</b> If diameter from 20 à 100mm : 5 pieces maximum per bundle If diameter over 100mm : 3 pieces maximum per bundle</li> <li>• <b>Length &gt; 6000mm</b> Parts with a metal strap and film-wrapped on each side 6 to 8 pieces maximum per bundle</li> </ul>	

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PCM Packaging categories	General requirements	Additional requirements	Pictures
<p><b>1C</b> Casting Machining</p>	<p>Euro pallet 800 x 1200mm certified and marked EURO-EPAL <i>NORM UIC 435-2 and Rail Quality Insurance AQF 335.</i></p> <p><b>OR Sea packaging :</b> SEI 4C : Full crate with waterproof cover for dry</p>	<p>Pieces on layers with wooden divider Pallet film-wrapped Strapping parts with a metal strap Machined zones carefully protected</p> <p>OR Elevation fixed on the pallet Palette film-wrapped Machined zones carefully protected</p>	
<p><b>1D</b> Aspect pieces Stainless Steel, precise dimension required (welding / plastic...)</p>	<p>Euro pallet 800 x 1200mm certified and marked EURO-EPAL <i>NORM UIC 435-2 and Rail Quality Insurance AQF 335.</i></p> <p><b>OR Sea packaging :</b> SEI 4C : Full crate with waterproof cover for dry</p>	<p>Pieces in cartons, individually packaged with an accurate unit protection (bubble wrap, douflin, other protections previously validated by PCM ) <b>Item code is mentioned on each unit packaging.</b></p>	
<p><b>1E</b> Drives, geared motors, valve, control cabinet or other piece sensitive on rust or dust.</p>	<p>Euro pallet 800 x 1200mm certified and marked EURO-EPAL <i>NORM UIC 435-2 and Rail Quality Insurance AQF 335.</i> <i>Full crates</i></p> <p><b>OR Sea packaging :</b> SEI 4C : Full crate with waterproof cover for dry</p>	<p>Unit packaging : - double-rib carboard - Film-wrapped</p> <p>Pallet film-wrapped with strapping parts Prohibited to stack</p>	

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PCM Packaging categories	General requirements	Additional requirements	Pictures
<p><b>2A</b> Cables</p>	<p>Euro pallet 800 x 1200mm certified and marked EURO-EPAL NORM UIC 435-2 and Rail Quality Insurance AQF 335.</p>	<p>Bench grinder fixed on pallet if length is more than 20 meters</p> <p>Plastic spool for length less than 20 meters</p>	
<p><b>3A</b> Liquide Graisses</p>	<p>Euro pallet 800 x 1200mm certified and marked EURO-EPAL NORM UIC 435-2 and Rail Quality Insurance AQF 335.</p> <p><b>OR Sea packaging :</b> SEI 4C : Full crate with waterproof cover for dry</p>	<p>Can up to 5 liters grouped and calibrated in cartons and calibrated to avoid shocks</p> <p>Can more than 5 liter film-wrapped with strapping parts on pallet</p>	
<p><b>3B</b> Powder Granules Non liquide chemical products.</p>	<p>Euro pallet 800 x 1200mm certified and marked EURO-EPAL NORM UIC 435-2 and Rail Quality Insurance AQF 335.</p> <p><b>OR Sea packaging :</b> SEI 4C : Full crate with waterproof cover for dry</p>	<p>One reference per pallet <b>(incompatibility risk)</b> Bags well put on pallet If height more than 50cm, pallet is film-wrapped. <b>MAXIMUM HEIGHT = 110CM</b></p>	
<p><b>4A</b> Pieces with dimensions over than Euro Pallet  (excluded rounds and tubes)</p>	<p>Wooden pallet or crate adapted to piece dimension (no piece beyond packaging).</p> <p><b>The load must be balanced and the pallet equipped with soles (100mm) to be carried by a forklift.</b></p> <p><b>The maximum weight must be less than 5 tons</b></p> <p><b>The center of gravity identified</b></p> <p><b>OR Sea packaging :</b> SEI 4C : Full crate with waterproof cover for dry</p>		
<p><b>5A</b> Pieces with small dimensions and weight (fasteners, rubbers, ...)</p>	<p>Euro pallet 800 x 1200mm if total weight of delivery is more than 25kg</p> <p>No pallet required if delivery is less 25kg</p>	<p>Cardboard can be easily manipulated by hand with weight less than 20kg.</p> <p>Delivery note is visible and reachable</p>	