

Chargeurs PCC North America, Inc. Terms and Conditions of Purchase

1. Definitions. Capitalized terms used in these Terms and Conditions of Purchase are defined below.

"Agreement" means, collectively, the Terms, the Seller's Quote and the Buyer's Purchase Order.

"Buyer" means the person or entity buying the Products.

"Delivery" means, unless otherwise agreed in the Purchase Order by the Seller and the Buyer, FOB and "Delivered" and "Deliver" shall be construed accordingly, unless otherwise agreed between the Buyer and Seller.

"Products" means the goods (including any installment of the goods) which buyer is to buy in accordance with the Agreement.

"Buyer" means [XXX], a Chargeurs PCC company as defined in the purchase Agreement

"Specification" means the specification for the relevant Product requested from Buyer to the Seller.

"Terms" means the standard terms and conditions of purchase set out in this document.

2. Basis of the Purchase

2.1 The Purchase Order together with the Purchase Terms and Conditions, constitute a binding agreement between Buyer and Supplier, herein collectively referred to as this "Agreement". The buyer named on the face of this document or on an attached document ("Buyer") offers to the seller to whom it is addressed ("Supplier") to purchase the identified products, items, materials, raw materials, chemical, goods and/or services (collectively "Products").

2.2 Supplier accepts this Agreement by any reasonable indication of acceptance, including without limitation if Supplier: 1) fails to object to Buyer in writing within seven (7) calendar days of receipt of this Purchase Order, or (ii) begins work on or ships Products to Buyer.

2.3 Acceptance is limited to the terms of this Agreement and Buyer rejects any and all additions, exceptions, or changes to these terms, whether contained in any printed form of Supplier or elsewhere, unless accepted in writing signed by an authorized representative of Buyer.

2.4 This Agreement, together with the specific order terms on the face hereof, and on attached agreed or referenced documents, constitutes the complete and exclusive agreement between Buyer and Supplier as to the Products and it supersedes any prior agreements, proposals or offers.

2.5 These Terms shall govern the purchase of the Products to the exclusion of any terms and conditions submitted by Seller (including, without limitation, Seller's standard terms of sale. To the extent of any conflict between these Terms and the provisions of any Buyer-provided document, these Terms shall prevail.

2.6 No amendment of these Terms shall be binding upon Seller or Buyer unless agreed in writing by authorized representatives of Seller and Buyer.

3. Purchase Orders and Specifications

3.1 Supplier shall not make any change in this Agreement without the prior written approval of Buyer, including without limitation, the nature, type or quality of any services, raw materials or goods used by Supplier or its suppliers.

3.2 Any estimates, forecasts or projections of future quantity requirements for Products by Buyer are provided for informational purposes only and are subject to change. If quantities and delivery schedules are not specified in this Agreement, they will be as reasonably determined by Buyer and stated in releases or schedules issued to Supplier periodically. If Supplier is under a vendor managed inventory system, Supplier will at all times maintain Buyer's supply at the agreed levels.

3.3 When purchasing certified products, a transaction certificate (TC) must be submitted to Chargeurs- PCC within 4 weeks after shipment, this certificate (TC) is mandatory and free of charge. Any delay in sending the transaction certificate may lead to payment delay. In case of absence of supply, the purchase may be subject to rejection or penalty. In case of rejection the Seller is responsible for the costs of return of goods.

4. Price of the Products

4.1 Pricing is firm and is not subject to change unless otherwise agreed in the Agreement.

4.2 Buyer may notify Supplier of changes to the drawings, specifications, quantity, delivery or other requirements, however the time for performance and price will not change unless Supplier notifies Buyer within 10-days of Buyer's notice of a change, with supporting documents, that a price change is necessary, in which case the parties will negotiate an equitable adjustment regarding the time for performance and/or price.

4.3 Any general price reduction made by Supplier with respect to any Product ordered, subsequent to the placement of this Agreement by Buyer, and prior to Buyer's receipt of the Product, will apply to this Contract.

4.4 Supplier represents that the prices charged to Buyer are the best or lowest prices charged by Supplier to buyers of a class similar to Buyer purchasing comparable quantities and under similar circumstances.

5. Payment Terms

5.1 Payment terms, unless otherwise agreed by Buyer, are net sixty (60) days from the date of receipt of Products and a correct invoice.

5.2 All invoices and/or advance shipping notices must reference the order number, amendment or release number, and as applicable Buyer's part number, Supplier's part number, quantity in units shipped and number of cartons or containers, Supplier's name and contact information, and bill of lading number of applicable according to the shipping terms, for payment to be made.

6. Shipping and Delivery

6.1 Supplier will ship Products using best commercial practices complying with Buyer's and all legal and regulatory requirements as to packaging, labeling, shipping notification and freight, warnings, patterns, samples, drawing functionality, installation, maintenance and other relevant instructions and operating environment requirements.

6.2 The costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, and the like) unless otherwise stated in the Agreement are included in the price.

6.3 Supplier will bear all risk of loss until Products are delivered. Time is of the essence as deliveries will be made in the quantities and on the dates specified by Buyer in the Agreement or subsequent releases or instructions.

6.4 Unless otherwise stated in the Agreement, delivery terms will be FCA Buyer's dock (Incoterms 2021). Supplier will be responsible for any premium freight charges required to meet on-time delivery.

7. Inspection and Acceptance

7.1 Buyer will not be required to accept partial deliveries or Products that are delivered in advance of the delivery date or in incorrect quantities.

7.2 Products received by Buyer are subject to inspection and acceptance, notwithstanding any payment, and Products rejected as non-conforming may be returned to Supplier at Supplier's expense and shall not be replaced except upon order of Buyer.

7.3 Payment shall not be construed as a waiver of Buyer's rights and if a Product is rejected after payment, Buyer shall be entitled to return the same for full refund or, in the case of services Buyer may reject the work and receive restitution or require Supplier to perform the work as necessary.

8. Certification Statements and Customs

8.1 Supplier will provide a signed quantitative test report showing conformance to the specifications for each shipment and production lot. The certification will identify, when applicable, the material specification; manufacturer (and vendor if different); lot, batch, heat or serial identity; quantity of material covered; date of shipment and carrier; Buyer's purchase order and material code numbers; and statistical test results obtained. If the certification is accompanying the shipment, the shipping unit containing the document must be clearly marked as such so the certification is readily available to the receiving personnel.

8.2 As further provided herein, Supplier will provide Buyer with a certificate of origin and/or a manufacturer's affidavit, and applicable customs documentation for any Products manufactured in whole or in part outside of the destination country as well as any requested documentation, as applicable.

9. Warranties, Liability and Remedies

9.1 Supplier warrants that all Products will: 1) conform to the specifications, instructions, drawings, samples or descriptions; 2) comply with all applicable laws, regulations and other governmental requirements in force in countries where Products or products equipped with such Products are installed or sold; 3) be merchantable, fit for their intended purpose, be of good material and workmanship, and free from defects; and that the Products will not knowingly infringe any intellectual property rights of third parties.

9.2 Supplier warrants the Products will meet or exceed the failure rate and/or reliability requirements set forth in applicable specifications. Claims for non-compliance will be established from Buyer's service records for the Product. In carrying out any services the Supplier will ensure that the best technical practices, skills, procedures, safety standards, care and judgment will be used.

9.3 These warranties will remain in effect for the longer of: (a) the period provided by applicable law where the Products are used; or (b) the warranty period provided by Buyer to its customers. Supplier will repair or replace any defective or non-conforming Products during the applicable warranty period at Supplier's cost and expense (including, without limitation, for all parts, labor and transportation costs) immediately upon being notified of any such defect by Buyer, and/or reimburse Buyer for its costs of remedying the non-compliance, and reimburse Buyer for all costs and charges related to or caused by or the nonconforming Products, including, but not limited to, costs, liquidated damages, governmental, statutory, regulatory, or contractual penalties, expenses and losses incurred by Buyer in: (i) inspecting, sorting, repairing or replacing such nonconforming goods; (ii) resulting from or in production interruptions, premium freight, additional insurance costs and premiums, overtime, downtime, containment and de-installation, (iii) conducting recall campaigns or other corrective service actions, maintenance or safety instructions, trainings and warnings, (iv) relative to claims for personal injury (including death) or property damage caused by such nonconforming Products; and (v) any environmental contamination and clean up cost.

9.4 All warranties contained in this Agreement shall run, and all remedies shall be available to, Buyer, its affiliates, and their customers and all such warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

10. Force Majeure

Neither party shall be liable to the other party for delay in a scheduled delivery or a failure in performance caused by acts beyond such party's reasonable control without fault or negligence of such party, such as, without limitation, fire, windstorm, act of God, flood, war, embargo, acts of terrorism or public enemy, riot, or the intervention of any government authority ("Force Majeure"), provided such party presents a claim and notice in writing to the other party as soon as possible of such party becoming aware that an event of Force Majeure may delay or interrupt performance hereunder. If Supplier is unable to perform for any reason, Buyer may purchase Products from other sources and reduce its purchases from Supplier accordingly without liability to Supplier.

10. Intellectual Property

10.1 Except as specifically stated in this Contract, neither party transfers to the other party any patent, trade secret, trademark, copyright or other intellectual property right owned by such party ("Intellectual Property Right").

10.2 Supplier grants to Buyer a non-exclusive right and license of Supplier's Intellectual Property Rights to: (a) use, sell, and modify Products and incorporate Products into other products for use or sale; and (b) in the case where Supplier is unable to perform or breaches this Contract, to make Products or have Products made by an alternate source. All works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, and other intellectual property created by Supplier for which the development was directly or indirectly (by amortization) paid for by Buyer (collectively, "Proprietary Materials"), and all Intellectual Property Rights in such Proprietary Materials, are exclusively owned by Buyer. Supplier agrees that all such Proprietary Materials created by Supplier for which the development was paid for by Buyer are "works made for hire".

11. Indemnity. Supplier will indemnify, defend and hold harmless Buyer, its affiliates, partners, directors, officers, employees and agents, from and against any and all actions, claims, demands, judgments, losses, costs, liabilities, damages, any type of liability for environmental contamination and clean-up cost, additional insurance costs and premiums, other expenses and/or fees (including reasonable attorneys' fees) of whatever kind ("Claims") that are incurred by or asserted against Buyer related to or arising from any actual or alleged: (a) infringement of any patent, trademark, copyright, trade secret, industrial design right, or other proprietary right, by reason of the manufacture, use or sale of the Products, except to the extent the infringement results directly from a design furnished by Buyer; (b) defect in any Products; (c) noncompliance by Supplier of its representations, warranties, or obligations under the Agreement; or (d) negligence or fault of Supplier in connection with the design or manufacture of Products or wrong or in-complete installation, shipping, use, maintenance, environmental health or safety instructions, including any reasonably required post-sale warnings. Supplier will not make any admissions on behalf of Buyer or enter into a settlement without Buyer's prior written consent. The indemnification obligations of Supplier under this Section are not exclusive and shall not impair or exclude Buyer's rights or remedies under law, and such rights and remedies of Buyer are cumulative.

12. Assignment, Waiver, Entire Agreement, Severability.

Neither party may assign this Agreement in whole or part without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Buyer may in its sole discretion and without Supplier's consent assign this Agreement, in whole or in part or with respect to any of its rights and obligations hereunder, to any affiliate or successor company or entity resulting from a sale of assets, shares or other ownership interest, merger, operation of law, reorganization or consolidation. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any such affiliate or successor and any permitted assignees of the respective parties hereto. Consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. If Buyer consents to Supplier subcontracting of any of its duties under this Contract, Supplier will ensure that the subcontractor agrees to be bound by all of the terms and conditions of the Contract. Buyer may terminate this Contract upon written notice to Supplier, without any further liability to Supplier, if there is a change of control of Supplier.

13 Compliance.

13.1 Supplier will at its expense comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations, that may be applicable to Supplier's performance of its obligations under this Contract; and shall identify and procure required permits, certificates, licenses, insurance, approvals and inspections in performance of this Contract.

13.2 Products must be BCI, Oekotex and GRS certified as unless otherwise agreed between the Buyer and Seller.

13.3 By accepting the purchase order, Supplier SEDEX and SMETA audited or will agree to undergo SEDEX and SMETA audits

14. General

14.1 The failure of either party to enforce any right or remedy provided hereunder or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

14.2 This Agreement plus any applicable master agreement between the parties and documents referenced herein, if any, constitutes the entire agreement between the parties with respect to its subject matter, superseding all prior oral or written representations, understandings or agreements between the parties this Agreement.

14.3 Neither this Agreement nor any of its provisions may not be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by authorized representatives of both parties.

14.4

To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of the Agreement, it shall not affect the enforceability of the remainder of the Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

14.5 The Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter thereof.

14.6 The Agreement shall be governed by and construed in accordance with the law [COUNTRY OF BUYER] Any dispute arising in connection with the Agreement that is not resolved by the parties themselves shall be subject to the exclusive jurisdiction of [XXX] The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

