

SESÉ GROUP - USA

General Terms & Conditions of Purchase of Capital Goods and Services

1. Definitions

1.1 For the purposes of these General Terms & Conditions of Purchase of Capital Goods and Services ("Terms & Conditions"), the terms indicated in this Section, whenever capitalized, will have the meaning given below:

- a. **Capital Goods:** any goods that can be the object of an Order, including but not limited to machines, premises, trucks, spare parts, auxiliary materials, tools, equipment and civil engineering work.
- b. **End Customer:** means the Company that has contracted the Services of SESÉ GROUP. In order to provide the Services, SESÉ GROUP will use the Supplies, total, partial, directly or indirectly.
- c. **General Terms & Conditions of Purchase of Capital Goods and Services or Capital Goods and Services GTC:** means the General Terms & Conditions of Purchase of Capital Goods and Services set forth in this document.
- d. **Specific Terms & Conditions:** means those contractual terms and conditions other than the Terms & Conditions that are indicated in an Order or Contract.
- e. **Contract:** means any purchase contract or provision of Capital Goods or Services contract entered into between SESÉ GROUP and the Supplier after acceptance by the Supplier of the Order issued by SESÉ GROUP.
- f. **Contract Documents:** means the Terms & Conditions and, if any, the Specific Terms & Conditions, the Logistic Tender and the Supplier Quality manual.
- g. **Warranty:** means the warranty given by the Supplier in accordance with the terms of Section 18.
- h. **SESÉ GROUP:** means any company belonging to the SESÉ business group, including without limitation companies organized and/or based in the US.
- i. **Supplier Quality manual:** means the supplier quality manual of SESÉ GROUP.
- j. **Party/Parties:** means SESÉ GROUP and the Supplier.
- k. **Order:** means any communication sent by SESÉ GROUP to the Supplier setting forth the terms of purchase of the Supplies in connection with the Project.
- l. **Blanket Order:** means any Order including successive deliveries linked to a Delivery Schedule.
- m. **CAE Platform:** means the application developed by GRUPO SESÉ or a third party to host and verify the documentation required for the coordination of business activities.
- n. **Logistic Tender:** means the logistic tender of SESÉ GROUP.
- o. **Delivery Schedule:** means the documentation provided by SESÉ GROUP to the Supplier setting forth the deadlines for delivery of the Supplies that shall be met by the Supplier under and as part of a Blanket Order.
- p. **Supplier:** means any natural or legal person or entity to which SESÉ GROUP issues an Order in connection with the Project.

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- q. **Mandated Supplier:** means the Supplier that has been selected directly by the End Customer. Notwithstanding the inclusion of specific references to the "Mandated Supplier" in these Terms & Conditions, all references made to the "Supplier" shall also refer and apply to the "Mandated Supplier" when the Supplier is regarded as such.
- r. **Services Manager:** means the person referenced in Section 14.1.
- s. **Service:** any service referenced in an Order, including without limitation, general services, consulting services, engineering services, waste management services, maintenance services, energy services, temporary work services and rental of premises and equipment.
- t. **Supplies:** any Capital Goods and/or Services referenced in an Order.

2. Inclusion of the General Terms & Conditions

- 2.1 The Supplier (i) states that it has had access to these Terms & Conditions before entering into the Contract, either as part of an Order or by being made available to it at www.gruposese.com/es, and (ii) states that it has read them and knows and understands the content thereof, expressly accepting their inclusion in the Contract and the Order accepted by the Supplier.
- 2.2 The acceptance of the Terms & Conditions does not prevent the Parties, as a result of an Order, from agreeing on the Specific Terms & Conditions that they deem appropriate, in which event both the Terms & Conditions and the Specific Terms & Conditions will constitute an integral and necessary part of such Order.
- 2.3 These Terms & Conditions will apply exclusively and to the exclusion of any other terms and conditions of purchase or sale of the Supplier. Except in the case of its prior express written consent, SESÉ GROUP will not accept the applicability or effect of any other terms and conditions of purchase or sale of the Supplier. In this regard, the acceptance of the Capital Goods or Services, including, where applicable, payment, by SESÉ GROUP, will not constitute or imply its acceptance of terms and conditions of sale of the Supplier.
- 2.4 An Order is limited to and conditional upon the Supplier's acceptance of these Terms & Conditions exclusively. An Order does not constitute an acceptance of any offer or proposal made by the Supplier. Any additional or different terms proposed by the Supplier, whether in the Supplier's quotation, acknowledgement, invoice or otherwise, shall be deemed a material alteration of these Terms & Conditions, and are hereby objected to and rejected by SESÉ GROUP; provided, that any such proposal or attempted variance shall not operate as a rejection of this Order if the Supplier accepts SESÉ GROUP'S offer by commencement of work, shipment of the Products, acceptance of the Order in writing or by other means acceptable to SESÉ GROUP, in which case an Order shall be deemed accepted by the Supplier without any additional or different terms or variations. Any modification of these Terms & Conditions must be expressly stated in an Order. References herein to "including" shall be deemed to mean "including, but not limited to," or "including without limitation" or such similar meaning.

3. Contract documents

- 3.1 The Specific Terms & Conditions indicated in a Contract or Order will prevail over the Terms & Conditions whenever they differ from or conflict with each other. If no Specific Terms & Conditions are indicated in the Contract or Order, the Terms & Conditions will be directly applicable.

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- 3.2 The Contract Documents are an integral part of the commercial relationship between the Supplier and SESÉ GROUP in connection with the Project.
- 3.3 Any amendment of the Contract Documents will be binding on the Parties only when made in writing and accepted by both Parties.
- 3.4 In the case of Suppliers with commercial agreements with the End Customer within the framework of the project in which the Services entrusted by the End Customer to SESÉ GROUP are included, the terms of said agreements will control to the extent they conflict with the Contract with SESÉ GROUP.

4. Independence

- 4.1 The contractual relationship established between the Supplier and SESÉ GROUP and contractors is of a commercial nature. The Parties expressly declare their status as independent businesses; such status shall not be altered due to the provision of Capital Goods or Services. For these purposes, the acceptance of the Order shall not be regarded and shall not be interpreted as a relationship between the Parties other than that of independent businesses and contractors.
- 4.2 The Supplier shall not in any event act or represent itself as a representative or agent of SESÉ GROUP, nor which involves the assumption of obligations by SESÉ GROUP with respect to third parties.

5. Order and acceptance

- 5.1 Any Orders, will be issued to the Supplier in writing by e-mail or by any other means of communication providing confirmation of the sender and content thereof.
- 5.2 Within a period of eight (8) days from receipt of the Order, the Supplier shall notify SESÉ GROUP if it accepts or rejects the Order, using for such purpose the same medium used by SESÉ GROUP to send the Order. Only accepted Orders will be binding on SESÉ GROUP. Performance of the Order by the Supplier, either wholly or partially, will constitute the automatic acceptance thereof (including, where applicable, the Delivery Schedule), as well as of the Terms & Conditions and any Specific Terms & Conditions included therein.
- 5.3 In the case of Blanket Orders, SESÉ GROUP will provide the Delivery Schedule.
- 5.4 Unless the Specific Terms & Conditions stipulate otherwise, the Delivery Schedule will indicate the volume and delivery date of the Supplies for periods of six (6) months. However, only those volume and delivery date forecasts corresponding to the fourteen (14) days immediately after the date on which the Delivery Schedule is sent will be binding on the Parties.
- 5.5 The Delivery Schedule will be revised every fourteen (14) days and SESÉ GROUP will send the revised version of the Delivery Schedule to the Supplier at least five (5) days before the end of the established binding mandatory period of the Delivery Schedule.
- 5.6 Only in the event that changes are made to the Delivery Schedule in relation to the volume and frequency of the Supplies corresponding to the binding mandatory period (fourteen (14) days) after being sent to the Supplier, the Supplier may provide SESÉ GROUP with a breakdown of the costs that it has incurred as a result of such changes.
- 5.7 The same treatment will be given to any changes made to the Delivery Schedule as a result of engineering or other changes that result in the premature obsolescence of the Supplies.

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6. Place of provision of the Services

- 6.1 If no place of provision is indicated in the Order, it will be deemed that the services has to be provided at the Supplier's premises.
- 6.2 If the provision of the Services occurs at the premises of SESÉ GROUP, the Supplier shall be responsible for the care and the tidiness of the space which SESÉ GROUP has provided for it in its own premises for the correct provision of the Services.
- 6.3 The Supplier undertakes to refrain from bringing into the premises of SESÉ GROUP any dangerous product without the prior express authorization of SESÉ GROUP. In the event of doubt regarding the dangerousness of some type of product, the Supplier must at all times consult SESÉ GROUP in advance.
- 6.4 If authorized, the Supplier, under its responsibility, shall store, transport, handle and use such dangerous Supplies with due care, strictly following the manufacturer's safety instructions and recommendations, as well as the internal rules of SESÉ GROUP.
- 6.5 All expenses which may be incurred for the restoration of the premises and/or of the materials to the situation prior to the causing of any accident linked to or arising from the failure by the Supplier to observe the provisions relating to dangerous Supplies indicated above, shall be borne by the latter.
- 6.6 For the purposes of compliance with the provisions of the applicable laws and regulations, the Supplier must submit to SESÉ GROUP the documentation which may be requested from it by the Coordination of Business Activities Department of SESÉ GROUP as often as such documentation may be requested from the Supplier.
- 6.7 If required, the Supplier will be responsible for registering the necessary documentation on the CAE Platforms, either owned by SESÉ GROUP or by a third party, ensuring that the form and term requirements for such documentation are met.

7. Packaging. Shipping Documents

- 7.1 The Supplier represents that it has experience and expertise in packaging and will be exclusively responsible for determining the best packaging, based on any instructions from SESÉ GROUP and characteristics of the Capital Goods and to ensure their functionality and quality and to prevent any damage in connection with their shipment. The Supplier will properly pack, mark, and ship the Capital Goods according to the instructions and requirements of SESÉ GROUP, the involved carriers and the country of destination.
- 7.2 Each packaged unit of the Capital Goods shall include on the outside and in a legible manner all information required under the applicable transport legislation, and otherwise required by SESÉ GROUP, including any special storage and handling requirements and information regarding any hazardous or restricted materials.
- 7.3 In particular, without limitation, if the goods to be provided entail particular risks or dangers, the Supplier must clearly indicate them by means of pictograms, labels and / or explanatory messages, all of which are visible in the relevant places, assuming all damages, costs and damages of any kind that could derive from the lack of such indication.
- 7.4 The delivery shall be accompanied by a delivery note (in duplicate) that allows the Capital Goods to be identified (or of any other good object of an Order) and the quantity thereof to be checked, including without limitation, where necessary:

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- a. The relevant bill of lading, unannotated, necessary for releasing, where applicable, the Capital Goods.
 - b. EC declaration of conformity in the same language as the original instructions, accompanied by a translation into Spanish.
 - c. Any certificate proving compliance with the requirements listed in the standards mentioned in Section 15.2.
 - d. Instructions / User manual in duplicate. This documentation must be delivered in printed form as well as in digital format (PDF or equivalent format).
 - e. Instructions / User manual for installation, assembly and starting up of the machinery or installation.
 - f. Safety data sheet and technical specifications for (potentially) dangerous Supplies, in Spanish, in compliance with Directive 2001/58 / EC.
 - g. A maintenance guide with detailed explanations of the functioning of each element or component in all its aspects: manual, electrical, electronic, mechanical, pneumatic, control and programming. It should include, in full detail, all the tasks recommended for the execution of an efficient and effective maintenance program, including a schedule and approximate execution time.
 - h. A complete list of spare parts.
 - i. Instructions for ergonomic safety in the operation of the machine or installation, as well as a detailed description of all the safety elements in-stalled, and the potential risks that could arise.
 - j. All drawings and diagrams fully detailed, relating to all components and electrical, electronic and control connections used in the machinery or installation.
 - k. All drawings and mechanical diagrams fully detailed, broken down at component level.
 - l. Design in 3D and electronic format and editable (preferably compatible with CAD) of the machinery or installation.
- 7.5 If the Supplier has not delivered to SESÉ GROUP the aforementioned technical documentation of the Capital Goods or, as the case may be, the certificates proving compliance with all applicable laws and regulations, including without limitation those referenced in Section 15.2 for Capital Goods, the Supplier shall in any case be responsible for compliance with all such laws and regulations for Capital Goods, whatever their nature (technical, labor, environmental or otherwise).
- 7.6 Any damage (breakage, loss, damage, etc.) that occurs in the Capital Goods, or cost of any type derive from them, resulting from improper packaging or improper packaging conditioning shall be at the Supplier's expense and the Supplier will hold SESÉ GROUP harmless in this regard in any case.

8. Delivery

- 8.1 The Supplier shall deliver Capital Goods and Services to the place and on the date(s) set forth in the Order and any applicable Delivery Schedule. If no place of delivery is indicated, the Supplier shall deliver the Goods to SESÉ GROUP at SESÉ GROUP'S premises on the delivery date set forth in the Order.

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- 8.2 If the Supplier reasonably anticipates problems in the manufacturing or prior procurement of materials, or if circumstances arise that could make it difficult to deliver the Supplies in accordance with the agreed deadline, date, quantity and quality, the Supplier shall (i) inform SESÉ GROUP of such problems or circumstances as soon as possible, (ii) carry out the necessary actions to minimize any negative impact, and (iii) bear any additional cost or damage resulting from such problems or circumstances and shall indemnify and hold harmless SESÉ GROUP from any loss, damage, cost or penalty related in any way to such problems or circumstances.
- 8.3 If SESÉ GROUP has reasonable grounds to determine that there is a risk of breach of the obligation to deliver as established in an Order, SESÉ GROUP may request that the Supplier proceed, at its own cost, in accordance with a performance assurance plan, which may include specific performance reporting requirements to ensure the correct performance of its obligation to deliver.
- 8.4 No partial deliveries will be permitted unless SESÉ GROUP has previously authorized them in writing.
- 8.5 The failure to deliver on schedule any Order, including, for the avoidance of doubt, deliveries under a Delivery Schedule, will entitle SESÉ GROUP to recover from the Supplier any damages, losses, costs and penalties that the delay in delivery may cause, including, in particular but without limitation, any damages, losses, costs and penalties for delay that may be imposed on SESÉ GROUP by the End Customer.
- 8.6 In any event, SESÉ GROUP will be entitled to reject any delivery made by the Supplier that is not of the quality or for the quantity set forth in the Order or, when applicable, in the Delivery Schedule. Any Order or delivery that is rejected will be treated as an unmade Order or delivery for the purposes of Section 9.1.
- 8.7 The Supplier and SESÉ GROUP, through its engineer appointed for this purpose, shall sign a "Final Acceptance Report" once the functioning of the corresponding machinery or installation has been successfully carried out, provided that it complies with the requirements and specifications established in the Order and the Contract Documents.

9. Costs for late delivery

- 9.1 The failure to deliver on schedule any Order, including, for the avoidance of doubt, deliveries under a Delivery Schedule, will entitle SESÉ GROUP to (i) pass on to the Supplier any damages, losses, costs and penalties that the delay in delivery may cause, including, by means of example, the cost of replacement of the Order, (ii) apply a charge of 0.5% of the price of the Supplies set forth in the Order for each week of delay up to a maximum of 5% of such price and (iii) if applicable, terminate the Order according to Section 24.

10. Training

- 10.1 Upon request of and at no cost for SESÉ GROUP, the Supplier shall provide training to the employees of SESÉ GROUP, which shall include, without limitation, explaining the correct use and maintenance of the Supplies (including machinery and installations) indicated by SESÉ GROUP. This training will be carried out, at the request of SESÉ GROUP, to the following groups and with the following content:
- a. Production workers: specific training on the operational use of Supplies.

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- b. Maintenance workers: specific training on maintenance tasks (mechanical, electrical, electronic, pneumatic, hydraulic, etc.) that must be performed to ensure the correct and long term operation of the Supplies.
- c. Cleaning workers: specific training on cleaning protocols to be applied to the Supplies, explaining in detail the process to be followed, as well as the type of chemical supplies to be used.

11. Audit and inspection

- 11.1 SESÉ GROUP reserves the right to audit at the premises of the Supplier compliance with and the fulfilment of the requirements of the End Customer. The audit may cover the systems, processes, products, samples and such other matters as SESÉ GROUP may deem necessary or appropriate.
- 11.2 The Supplier shall grant access to its premises to the audit team of or appointed by SESÉ GROUP, without prior notice, and will also ensure the audit team's free access to the premises of the Supplier's subcontractors, and such access shall not in any respect lessen the warranties of the Supplier.
- 11.3 The Supplier shall provide, without cost to SESÉ GROUP, the facilities and assistance required for carrying out the audit and inspection work.
- 11.4 SESÉ GROUP will decide in its sole discretion on the form, place and date of the audit.
- 11.5 SESÉ GROUP will use commercially reasonable efforts to ensure that the audit does not unnecessarily interfere with the Supplier's business operations.
- 11.6 If due to an inspection SESÉ GROUP concludes that certain Supplies are defective or do not meet the established quality or other requirements, it may reject them without cost.
- 11.7 No audit or inspection will release the Supplier from any liability for any warranty, defects, fault, misconduct, negligence or other actions.
- 11.8 If SESÉ GROUP finds that the materials or goods supplied to the Supplier do not meet the necessary quality requirements, SESÉ GROUP may request that the Supplier audit and inspect its suppliers.

12. Risk of Loss

- 12.1 Unless otherwise stipulated in the Order or the Specific Terms & Conditions, the risk of loss of and damage to the Supplies shall be borne by the Supplier until they are delivered to SESÉ GROUP or to the person or entity designated by SESÉ GROUP at the place of delivery agreed in the Order.
- 12.2 Place of delivery will mean the place where the Supplies shall be delivered to SESÉ GROUP in accordance with the Order.

13. Obligations in relation to prevention of occupational and safety risks

- 13.1 The Supplier is obliged to comply with all laws and regulations regarding the prevention of occupational and safety risks, being responsible for the implementation of the necessary measures with respect to the workers in its workforce. The Supplier shall be responsible for and hereby assumes all losses, claims, liabilities and penalties arising from or relating to the

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failure to comply with such laws and regulations or otherwise relating to any occupational and safety matters, including the failure by any of its workers to comply with such laws and regulations or applicable policies. The Supplier shall indemnify and hold SESÉ GROUP harmless with respect to any and all such losses, claims, liabilities and penalties.

- 13.2 The Supplier undertakes to provide all its employees with the necessary personal protective equipment according to the tasks to be performed in the SESÉ GROUP facilities and to comply with the minimum safety and health requirements for the use by workers in the workplace (in accordance with the provisions of Directive 2009/104/EC and its transposing rules).
- 13.3 The Supplier is obligated to and shall ensure that all of its workers receive the necessary training for the handling of machines or vehicles or other equipment that may be used in providing the Services or Capital Goods that, if necessary, they must use in performing the Services or providing the Capital Goods, and inform them of the risks relating to their jobs.
- 13.4 The Supplier undertakes to cooperate with SESÉ GROUP complying with the applicable laws and regulations on prevention of occupational and safety risks. The Supplier shall establish the means of coordination necessary for the protection and prevention of occupational and safety risks and the information about those risks to their workers.
- 13.5 In the event any of the Services are carried out on the premises of SESÉ GROUP, SESÉ GROUP will take the necessary measures so that the Supplier receives the information and the appropriate instructions, in relation to the risks existing in the premises and with the corresponding protection and prevention measures, as well as the emergency measures to be applied, the Supplier being obligated to inform its employees of all such information and ensure that all instructions and measures are observed and implemented.
- 13.6 SESÉ GROUP may refuse entry to its facilities to any person who does not sign the form related to the safety regulations of SESÉ GROUP.
- 13.7 The Parties undertake to inform each other of the specific and general risks that may affect the workers of each Party and, where applicable, of the companies involved, as well as of the protection and prevention measures corresponding to them and on the emergency measures to be applied.
- 13.8 Failure by the Supplier to comply with any of the obligations set forth herein shall entitle the End Customer and SESÉ GROUP to immediately and unilaterally terminate the Order and without prejudice to any claim for the damages or any other rights or remedies that SESÉ GROUP may have.

14. Appointment of Services Manager

- 14.1 For the fulfilment of the obligations arising from the Order, the Supplier shall appoint a Services Manager with the capacity, knowledge and experience necessary to manage the provision of the Services and coordinate them with SESÉ GROUP. The Services Manager, who must have the approval of SESÉ GROUP, shall personally manage, coordinate and supervise the provision of the Services referenced in the Order.
- 14.2 Since the Services Manager shall be in the Supplier's workforce, the Supplier shall have the appropriate employment or other relationship with him, completely independent from SESÉ GROUP.
- 14.3 SESÉ GROUP may request the replacement of the Services Manager at any time. In this case, the Supplier shall propose a substitute or substitutes with the appropriate professional qualifications within a period of ten (10) days from the request for replacement.

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15. Quality

- 15.1 The Supplier shall ensure that the Supplies conform to the quality, cost and delivery/deadline requirements set forth in each Contract or Order. In particular, but without limitation, the Supplier shall meet all requirements stipulated in the Supplier Quality Manual of SESÉ GROUP, which the Supplier has reviewed, understands and accepts.
- 15.2 The Supplies shall also comply with all applicable laws, regulations and other legal provisions regarding quality, hygiene, safety and protection of the environment and all employment legislation in each of the countries where the Supplies are manufactured and where the vehicles in which such Supplies will be incorporated are delivered.
- 15.3 The Supplier shall implement and maintain an effective quality control system that evidences the capacity and quality of its production processes, which shall achieve at least the quality benchmark ISO 9001 in its most recent version.
- 15.4 The Supplier undertakes to implement a system that ensures the traceability of the Supplies and of the other Supplies and materials supplied by its suppliers, in order to minimize the negative impact of possible defects in the Supplies.
- 15.5 SESÉ GROUP will inform the Supplier of any defective or substandard Supplies that do not meet the required quality standards, by means of notice sent by e-mail or by any other electronic means agreed with the Supplier within forty-eight (48) hours from their detection
- 15.6 The Supplier undertakes to respond to the notice indicated in Section 15.6 above within a period of twenty-four (24) hours from receipt thereof, by means of 8D format or any other format expressly accepted by SESÉ GROUP.
- 15.7 The Supplier will implement the necessary contingency measures until the corrective measures are implemented in full and ensure the quality of the Supplies, bearing all costs related to such measures.

16. Price and method of payment

- 16.1 The prices indicated in an Order are fixed and unalterable, unless otherwise agreed by the Parties. Such prices will include any expense required to be incurred by the Supplier for the purposes of delivering the Supplies to SESÉ GROUP.
- 16.2 The price indicated in an Order, unless otherwise expressly indicated (in which case it will be itemized), will not include value added tax or any other similar tax.
- 16.3 The invoices for each Order or Delivery Schedule shall be sent by the Supplier in accordance with the applicable laws and regulations.
- 16.4 After each delivery of Supplies, the Supplier will issue an invoice, which will include (i) a detailed description of the Supplies indicating their reference number; (ii) the number and date of the delivery note; (iii) identification, name and address of the Supplier and of SESÉ GROUP; (iv) number of the Order; (v) equipment or installation serial number related to the invoice issued; (vi) payment terms and bank details; (vii) reference or copy of the document that justifies each one of the payment events; (viii) identification of the carrier (if different from the Supplier); (ix) country of origin; (x) currency in which the sale was made; (xi) shipping terms; and (xii) price.
- 16.5 When so indicated in the Order, the document accepting the Supplies by SESÉ GROUP must be attached to the invoice.

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- 16.6 The invoice will be accompanied, where applicable, by a signed bill of lading and/or receipt showing receipt of the shipment.
- 16.7 Payment of the price of each Order will be made within a period of sixty (60) days from acceptance of the Supplies or from the delivery of the Supplies in the absence of express acceptance of the Supplies. The payment period will not begin if SESÉ GROUP has issues with the invoice, which issues shall be made known to the Supplier and promptly remedied by the Supplier.
- 16.8 The payment of an invoice will not constitute acceptance of the Supplies by SESÉ GROUP.

17. Liability; Indemnification

- 17.1 The Supplier will be liable to SESÉ GROUP for any and all claims, losses, damages and costs, including reasonable attorneys' fees and costs, arising out of or related to, directly or indirectly, the breach of any obligation of the Supplier under the Order or Contract.
- 17.2 To the fullest extent permitted by law, the Supplier will indemnify and hold harmless SESÉ GROUP from and against any and all claims, damages, losses, costs and penalties, including without limitation reasonable attorneys' fees and costs, including claims, damages, losses, costs and penalties of third parties, arising out of or related to any failure to comply with the Order or the Contract, including any Contract Documents, breach of Warranty, defective Supplies, and any other actions of the Supplier. Such losses shall include any costs, damages or penalties of any kind that the End Customer imposes on SESÉ GROUP. Damages will also include, without limitation, any damages related to stoppages in the production line by SESÉ GROUP or the End Customer and any damages related to the withdrawal from the market of defective Supplies and related products whose components include components and parts that are supplied by the Supplier which have design, quality or manufacturing defects.
- 17.3 The Supplier shall also be liable for all damages, both personal and material, that the premises, equipment or employees of SESÉ GROUP or third parties suffer as a result of the incorporation of the Supplies in the production chain or process of SESÉ GROUP, in particular, those that arise out of or relate in any way to any defect of the Supplies.
- 17.4 In particular, without limitation, the Supplier will hold harmless SESÉ GROUP from any losses, costs or penalties of any kind that the End Customer imposes on SESÉ GROUP and any damages arising directly or indirectly from defects in the quality of the Supplies, delays in the delivery thereof or any other breach of the Warranty, Order or Contract. Damages shall include without limitation damages related to stoppages in the production line of SESÉ GROUP or the End Customer.
- 17.5 SESÉ GROUP may set off the amount of any claims, losses, damages, costs and penalties for which the Supplier is liable against any amounts that the SESÉ GROUP owes to the Supplier.

18. Warranty

- 18.1 The Supplier warrants that upon delivery and during the warranty period specified below, all of the delivered Supplies (i) meet the requirements set forth in the Contract; (ii) are free from defects in materials, workmanship and design, even if the design has been approved by SESÉ GROUP; (iii) conform to the designs, quality requirements and specifications provided or required by SESÉ GROUP and/or the End Customer; (iv) are merchantable and fit for their intended and particular purposes; (v) comply with all applicable technical specifications and applicable laws, regulations and standards; (vi) are free and clear of liens,

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encumbrances and rights of third parties; and (vii) do not infringe industrial or intellectual property rights of third parties or involve or violate any trade secret or confidential information of any third parties.

- 18.2 The Warranty shall be valid and in force upon delivery of the Supplies to SESÉ GROUP and shall remain in force until the end of the greater of the maximum period referenced in an Order or Contract and twenty-four (24) months.
- 18.3 The performance of checks, audits or inspections of Supplies by SESÉ GROUP, its payments, and the existence of any other type of legal guarantee that is compatible will not affect in any way the effectiveness of the Warranty, which will remain applicable.
- 18.4 In the event that SESÉ GROUP does not accept or rejects the Supplies, in its discretion, it may require that such Supplies be repaired (by the Supplier or, at the cost of the Supplier, by a designated third party expressly accepted by SESÉ GROUP), replaced, withdrawn or corrected by the Supplier.
- 18.5 All costs of repair, replacement or correction of the Supplies will be borne by the Supplier, who will also be liable for any related damages, costs and expenses, either direct or indirect, that may have been incurred by SESÉ GROUP and the End Customer, including, without limitation, costs of removal, disassembly and analysis of defects and their isolation, the cost of returns and costs for recycling, storage, waste management, destruction, replacement, reinstallation, reconditioning and inspection. The Supplier will indemnify and hold SESÉ GROUP harmless from all losses, damages and costs, including any claims, damages and penalties made or imposed, arising out of or related to any breach of Warranty.
- 18.6 The Supplies that have been repaired by the Supplier will be warranted for a new warranty period, the term of which will be established in accordance with Section 18.2 above. For the avoidance of doubt, the warranty period of the repaired Supplies will begin and be measured from the date of the repair and will not end when the warranty period of the original Supplies ends.
- 18.7 The Supplier will also be liable in accordance with the terms of the Warranty in the event that the Supplies have been manufactured, produced, modified or marketed by third parties for the Supplier or have been repaired by a third party designated by the Supplier, notwithstanding the actions that the Supplier is entitled to take against such third party.
- 18.8 The Warranty is deemed to be given cumulatively without prejudice and in addition to any other warranty available at law or in equity.

19. Insurance

- 19.1 The Supplier will have insurance policies with an insurance company of recognized international standing that covers any claims, losses, damages, costs and penalties to persons and goods, including liability for defective Supplies, for an amount and with coverages which are in amounts sufficient to cover all risks and circumstances relating to each Order and Contract.
- 19.2 The amount of the coverages of the insurance purchased in accordance with this Section will not be regarded as a limitation on or as performance of the Supplier's obligations to purchase and pay for the insurance referenced in this Section 19 or any of the Supplier's obligations under the Order or Contract.

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20. Legal compliance

- 20.1 The Supplier has in effect policies and procedures regarding legal compliance and crime prevention that are complied with and known by all of its employees, contractors, directors, officers, managers and legal representatives.
- 20.2 Supplies shall comply with all applicable laws and regulations, and in particular, without limitation, with the following directives and rules:
- a. Machinery: Directive 2006/42/EC (as modified and updated).
 - b. Gas appliances: Directive 90/396/EEC + amendments.
 - c. Devices and protective systems for use in potentially explosive atmospheres: Directive 94/9/EC.
 - d. Electromagnetic compatibility: Directive 2004/108/EC.
 - e. Low voltage: Directive 73/023 / EEC.
 - f. Pressure equipment: Directive 97/23/EC.
 - g. Lifts: Directive 95/16/EC.
 - h. The materials used in the execution of works must be free of asbestos and / or its derivatives.

21. Force Majeure

- 21.1 Any delay or failure of either Party to perform its obligations will be excused if and to the extent that the Party is unable to perform due to an event or occurrence beyond its reasonable control and without its fault, negligence or other actions, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); epidemics; pandemics; embargoes; fires; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; or court injunction or order. The Supplier's inability to perform as a result of, or delays caused by, the Supplier's insolvency or lack of financial resources or manufacturing or supply issues are deemed to be within the Supplier's control and do not constitute force majeure. The change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labor strike or other labor disruption applicable to the Supplier or any of its subcontractors or sub-suppliers, will not excuse the Supplier's performance (under theories of force majeure, commercial impracticability or otherwise), and the Supplier assumes these risks. As soon as possible (but no more than one (1) full business day) after the occurrence, the Supplier will provide written notice describing such delay and the anticipated duration of the delay and the time within which the delay will be cured. During the delay or failure to perform by the Supplier, the Supplier will use its best efforts to remedy the delay and SESÉ GROUP may at its option: (a) purchase Supplies from other sources and reduce its schedules to the Supplier by such quantities, without liability to the Supplier; (b) require the Supplier to deliver to SESÉ GROUP at SESÉ GROUP'S expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; and/or (c) have the Supplier provide Supplies from other sources in quantities and at a time requested by SESÉ GROUP and at the price set forth in the Order. In addition, the Supplier will provide advance written notice of any anticipated labor disruption or expiration of any of the Supplier's labor contracts, and the Supplier at its expense will take all necessary actions to ensure the supply of Supplies to SESÉ GROUP for a period of at least thirty (30) days

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during any anticipated labor disruption or resulting from the expiration of any of the Supplier's labor contracts. If upon request of SESÉ GROUP, the Supplier fails to provide within ten (10) days (or such shorter period as SESÉ GROUP requires) adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, SESÉ GROUP may terminate the Order in whole or in part without liability and the Supplier shall reimburse SESÉ GROUP for costs associated with the termination.

22. Industrial and intellectual property

- 22.1 The Supplier accepts that the trade name of SESÉ GROUP and all of the distinctive marks distinguishing its Supplies are the property and will continue to be the property of SESÉ GROUP.
- 22.2 The Supplier will not take any action or measure that may affect the validity of the distinctive marks of SESÉ GROUP and will ensure the protection of the goodwill associated with such distinctive marks. In particular, the Supplier undertakes not to register or request the registration of any name, internet domain name, trademark, symbols or distinctive marks of SESÉ GROUP (or others which are so similar that they cause or may cause confusion with its activity, Services, Supplies or establishments).
- 22.3 The name, trademark and any distinctive marks of SESÉ GROUP may not be used by the Supplier except, where applicable, when strictly necessary for the packaging and marketing of the Supplies. The authorization of the use of the trademark and/or any distinctive signs of SESÉ GROUP by the Supplier will not give the Supplier any right to continue using them when its relationship with SESÉ GROUP ceases.
- 22.4 The Supplier agrees not to use for its benefit any information relating to the businesses, operations, premises, financial accounts or financial position of SESÉ GROUP or in connection with its manufacturing procedures, methods, transactions, know-how or any other aspect related to its activities or operations.
- 22.5 SESÉ GROUP may use the Supplier's distinctive marks when necessary for performing its obligations.
- 22.6 The Supplier warrants that (i) the distinctive marks, (ii) patents, (iii) utility models and (iv) know-how used in its Supplies, other than those stipulated in Section 25, are correctly registered in its name, are effective and enforceable against third parties and are up to date in the payment of any taxes and charges. The Supplier indemnifies and holds harmless SESÉ GROUP from any claim made by third parties for infringement of industrial or intellectual property rights of such third party.
- 22.7 The Supplier shall have and assumes the same obligations set out in the foregoing provisions of this Section 22 in relation to the distinctive marks and, in general, any industrial and intellectual property rights, belonging to the End Customer, agreeing to indemnify and hold harmless SESÉ GROUP from any claim of the End Customer or any third party for infringement of the industrial and intellectual property rights of the End Customer.
- 22.8 The drawings, diagrams, writings, models or any other document designed by or for SESÉ GROUP are the exclusive property of SESÉ GROUP, they will be returned to SESÉ GROUP immediately upon request and will not be transmitted or communicated to third parties under any circumstances. Such documents will not be reproduced or used in any way for any purpose other than the object of the Contract.
- 22.9 The incorporation of improvements in the Supplier's production procedures within the framework of collaboration with SESÉ GROUP will not be transmitted to third parties without the express consent of SESÉ GROUP.

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23. Outsourcing

23.1 The Supplier undertakes not to delegate or outsource the total or partial execution of the Orders or the Contracts without prior written authorization from SESÉ GROUP. In the event of such authorization, the Supplier, jointly and severally together with the subcontractor/s, will continue to be directly liable to SESÉ GROUP for the fulfillment of the obligations under the Order or the Contract, and the subcontract shall not provide any defense to SESÉ GROUP'S rights or remedies against the Supplier. The Supplier undertakes to agree and comply contractually with those obligations and to comply with all the obligations arising from these Terms & Conditions and, as the case may be, in the applicable Specific Terms and Conditions, in their agreements with any subcontractors, all of this without prejudice to the possible claims, rights and remedies SESÉ GROUP may have against the Supplier and the Supplier may have against the subcontractors.

24. Termination

24.1 The Contract and the Order may be terminated by SESÉ GROUP in the following events:

- a. Any breach by the Supplier of its obligations to SESÉ GROUP which is not remedied within a period of fifteen (15) days or, if such breach may not be remedied within such fifteen (15) day period, the Supplier has initiated its best efforts to remedy such breach and such breach is remedied within a period of thirty (30) days.
- b. In the event of the initiation or application for bankruptcy or insolvency proceedings or any similar proceedings by the Supplier or its creditors or the assignment for the benefit of the Supplier's creditors or the insolvency or inability of the Supplier to pay its debts when due.

24.2 In the event of breach of the obligations assumed by the Supplier, if at such time there are various Orders pending, SESÉ GROUP will be entitled to terminate the Contract or any of the Orders pending at such time.

24.3 In the event of termination, it may request that the Supplier transfer title to and possession of the finished Supplies that have not been delivered to it, which shall be paid for at the price of such Supplies, and/or terminate any undelivered Order by means of notice sent to the Supplier seven (7) days in advance.

24.4 In the event that the Supplier is a Mandated Supplier, SESÉ GROUP will automatically be released from any obligation with the Supplier (which will not be able to claim any compensation in addition to the price already paid for Supplies delivered) if the End Customer decides to end the arrangement with SESÉ GROUP.

24.5 In the event that the End Customer notifies SESÉ GROUP of its intent to terminate its agreement with SESÉ GROUP and/or with the Supplier, SESÉ GROUP has a right to terminate any Order or Contract with the Supplier and upon such termination, will be immediately released from any obligation to the Supplier.

25. Confidentiality

25.1 Any information to which the Supplier has had access or which has been provided to the Supplier by SESÉ GROUP in the context of the Project or by any of its representatives, including without limitation, information of a technical, industrial, commercial or financial nature, irrespective of the form or means of communication, including, in particular, designs,

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diagrams, descriptions, specifications, reports microfilms, disks, software, samples, prototypes and any documents relating to the Project, will be treated as confidential information and will not be disclosed to any other person or entity.

- 25.2 Any information that the Supplier and its suppliers, subcontractors, agents or permanent or temporary staff may know as a result of the execution of the Project will also be treated as confidential information and will not be disclosed to any other person or entity.
- 25.3 Any rights arising out of the confidential information belong exclusively to SESÉ GROUP and, where applicable, to the End Customer. SESÉ GROUP has the exclusive right to obtain, maintain and renew, in its own name or to its benefit, patents, copyrights, registrations or other appropriate protection, and the Supplier hereby waives any interest in such intellectual property and confidential information.
- 25.4 The confidential information may not be used by the Supplier for any purpose other than the performance of the Orders or Contracts in accordance with these Terms & Conditions and may not be disclosed to third parties. The Supplier shall take the appropriate measures so that the confidential information is not disclosed or made available to third parties.
- 25.5 The Parties will not disclose or communicate to any third party the terms of these Terms & Conditions or of the Orders or Contracts or the performance of any of the Parties under these Terms & Conditions, Order or Contract, unless they have the express written consent of the other Party.
- 25.6 If, with the prior consent of SESÉ GROUP, the Supplier provides confidential information to a third party, the Supplier will ensure that such third party is bound by confidentiality obligations identical to those set forth herein and the Supplier will continue to be liable to SESÉ GROUP and the End Customer for the breach of the confidentiality obligations by any such third party.
- 25.7 Any confidential information will be returned to SESÉ GROUP promptly upon its request.

26. Severability

- 26.1 The illegality, invalidity or unenforceability of any of the provisions of these Terms & Conditions will not affect the enforceability of the remaining Sections, provided that the rights and obligations of the Parties arising out of these Terms & Conditions, of any Contract or Order of which they form part are not materially affected. Such rights and obligations will be deemed to be materially affected when any situation occurs that is significant and adversely affects the interests of any of the Parties or the terms of one (1) or more Orders. Such provisions shall be replaced or completed with others that are legally valid and enforceable and reflect the purpose of and are consistent with the replaced provisions.

27. Severability; No Implied Waiver

- 27.1 If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect. The failure of either Party at any time to require performance by the other Party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either Party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

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28. Claims by the Supplier

28.1 Any legal action or arbitration proceeding by the Supplier under any Order must be commenced no later than one (1) year after the breach or other event giving rise to the Supplier's claim occurs, or the Supplier becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.

29. Battle of the Forms Not Applicable

29.1 The Parties have agreed and it is their intent that the battle of the forms described in Section 2-207 of the Uniform Commercial Code shall not apply to the Order or these Terms or to any invoice or acceptance form of the Supplier relating to the Order. It is the Parties' intent that the Order and these Terms shall exclusively control the relationship of the Parties, and in the event of any inconsistency between any invoice or acceptance or other form or document sent by the Supplier to SESÉ GROUP and the Order, the Order shall control.

30. Interpretation

30.1 SESÉ GROUP and the Supplier agree that the Order and Contract were negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring provisions to be construed or interpreted against any Party as having been drafted by it will not apply.

31. Waiver of Jury Trial

31.1 SESÉ GROUP AND THE SUPPLIER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF SESÉ GROUP AND THE SUPPLIER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR OTHER DOCUMENT PERTAINING TO ANY ORDER.

32. Governing Law

32.1 These Terms & Conditions will be governed by the laws of the State of Tennessee and the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law are excluded.