



SEAC GENERAL TERMS OF PURCHASE

Version of 30/07/2009

1. OBJECT

Unless it is specifically agreed in writing, these General Terms will govern relations between SEAC and the supplier. The fact that SEAC does not require the application of one or more provisions of these terms will not in any case mean it waives its right to assert the same.

2. ORDERS

2.1 Depending on the product or service ordered, SEAC will use one of the following:

- **An open order/supply programme**

SEAC will send an open order for which it will periodically send supply programmes for the product indicating the number of days of firm order and the number of forecast weeks. If the supplier does not give written notice of any issues within one (1) week of the delivery of the order or within twenty four (24) working hours of the delivery of the programme, the supplier will be deemed to have accepted them.

- **A closed order**

A closed order will be issued for each study, purchase of services, purchase of specific or one-off works, particularly the supply of specific tools. If the supplier does not give written notice of any issues within forty eight (48) working hours of the delivery, the supplier will be considered to have accepted the said order.

2.2 SEAC can change an order or supply programme not yet delivered by sending the supplier an amendment which will be considered as accepted if no written reserves have been issued within a period of twenty four (24) working hours.

2.3 The quantities indicated by SEAC when obtaining a quote from or nominating the supplier, as well as the estimated quantities indicated periodically, are given for information only and cannot constitute a firm undertaking on the part of SEAC, notwithstanding any indication to the contrary that might appear on a document coming from the supplier.

3. PACKAGING-DELIVERY-ACCEPTANCE

3.1 Packaging will be supplied in accordance with the SEAC logistics agreement, or failing this, the packaging sheet signed. If the supplier provides the packaging, it will be responsible for the packaging which must be appropriate and sufficient, recyclable and reusable, so it properly protects the products from any risk of damage during transport and storage and allows rational and safe handling.

3.2 Products ordered are delivered, according to the terms indicated on the order, to the delivery address, on the delivery date and in the quantity indicated on the order or the supply programme.

3.3 The transfer of risks will take place under the conditions specified by the Incoterm governing the order. Property of the product will be transferred to SEAC on final acceptance thereof. Products cannot be the subject of any reservation of title clause.

3.4 Unless specified in writing in the logistics agreement signed by the parties, any delivery must be accompanied with a delivery note and the documents required in the order; this note must indicate the SEAC order number, and the product reference (SEAC coding and type of product according to the description in the order). The quantities delivered shall be expressed in the measurement unit indicated on the order or supply programme. The supplier undertakes to deliver any document or information concerning the origin of the products at SEAC's request and in the times indicated by SEAC.

3.5 The signature of delivery notes by SEAC does not mean it has finally accepted the products, this being subject to the inspection of the products by SEAC. As far as machines are concerned, final acceptance will be carried out according to the SEAC machine acceptance procedure. SEAC can return non-compliant or defective products at the cost and risk of the supplier. A credit note will be immediately issued for the said products. SEAC can require the replacement of defective or non-compliant products under the same invoicing terms as the replaced products or have the service performed by a third party at the cost of the supplier. All costs related to non-compliant or defective products will be paid by the supplier, including sorting, disassembly/reassembly and touch-up operations carried out, production shutdowns by SEAC or third parties, without prejudice to all damages.

3.6 Products delivered shall comply exactly with the initial samples accepted and the specialisations, gauges, plans, contracts or other elements delivered by SEAC for the performance of the orders. The supplier shall adhere to the latest version of the SEAC purchasing manual, including in particular the SEAC quality assurance procedure. The products delivered shall comply with the legal and regulatory provisions in force in the European Union and in the countries in which they are manufactured, sold and used and shall not, in particular, contain any prohibited material or substance particularly in the context of the REACH EU regulations. Furthermore, suppliers undertake to respect the SEAC principles relating to social responsibility and the provisions of employment law (legally employed employees, non-use of child labour, non-use of forced labour, etc) during the performance of the order or service ordered.

4. DELIVERY DELAYS – PENALTIES FOR LATE DELIVERY

4.1 Unless SEAC agrees otherwise in writing, the supplier undertakes at its cost to permanently keep a safety stock equivalent to 5 days delivery in the supplier's independent premises and to regularly renew this stock.

4.2 The delivery dates indicated in the order are mandatory and are for delivery to the delivery address indicated in the order. Similarly, the intermediary and final deadlines for the fulfilment of the order are mandatory.

4.3 For any delivery made after the fixed date, SEAC will be entitled, after prior notice, to late delivery penalties of one percent (1%) of the total pre-tax value of the order per day; a defined sum will be invoiced to the supplier for administrative costs, without prejudice to any other damages including in particular the cost of exceptional transport borne by SEAC due to these delays and production line shutdowns.

4.4 SEAC reserves the right to return, carriage payable, any excess order or any product not ordered or sent without an order from SEAC or sent early.

5. GUARANTEE- SPARE PARTS

5.1 The supplier is bound by an absolute obligation with respect to the fulfilment of the order. The supplier indemnifies SEAC for any action for liability. In addition to the legal guarantees, the supplier will grant a contractual guarantee for the same period of time for which SEAC is liable vis-a-vis its customers for the products in which the products are incorporated, of which the supplier acknowledges it is informed. For products which are not incorporated (in particular tools, machinery, etc), the supplier will grant a minimum contractual guarantee of two (2) years from final acceptance of the products.

The guarantees stipulated above will also apply in the case where a defect incurring the liability of the supplier obliges either SEAC or SEAC's end customer to control and exchange defective products by an inspection or recall programme. In the context of these guarantees, the supplier undertakes to bear all the costs related to the defects of the product, in particular payment for disassembly, repatriation, administrative work, labour, production line shutdown, recall programme, damage to image, etc, and to compensate for the whole loss sustained by SEAC or third parties.

5.2 The supplier undertakes to supply the products and/or spare components at any time, within a period of six (6) weeks and on a simple order by SEAC, for up to fifteen (15) years after the end of the series production of the products in which the supplier's products are incorporated and for non-incorporated products, for ten (10) years from their final acceptance; these times can be extended to a period that is the same as the period to which SEAC is committed vis-a-vis its customers. To this end, the supplier will keep the tools, as well as the corresponding plans and production programmes, until the date on which SEAC effectively cancels the order for spare parts for the products concerned.

6. INSURANCE

6.1 The supplier undertakes to take out a policy covering its civil liability as supplier of the products and covering all the financial consequences of damages of any kind caused to SEAC or third parties, resulting from the performance of the order and/or products delivered, regardless of the basis of its liability.

6.2 On the signature of the order and/or contract and on each anniversary date, the supplier will produce valid insurance certificates from its insurer, indicating the damages and amounts covered, excesses and duration of coverage. This insurance must cover the damages that might be caused in the context of the fulfilment of the order or the contract and any damages caused by the product delivered to third parties. This insurance policy cannot under any circumstances be considered as

any limitation whatsoever of the liabilities incurred by the supplier in respect of the order, particularly in the case of sub-contracting. The supplier shall immediately inform SEAC of any modification, suspension or termination of its insurance policies.

7. TRANSFER AND SUB-CONTRACTING

7.1 The supplier can only transfer all or part of the order or sub-contract its performance or contribute it in accordance with the prior written authorisation of SEAC.

7.2 The supplier assumes sole responsibility for the proper fulfilment of orders including when this fulfilment has been entrusted in all or part to a third party with the agreement of SEAC.

8. FINANCIAL TERMS – INVOICING PRICE - CREDITS

8.1 Unless stipulated otherwise on the order, the pre-tax prices include in particular the supply of the products, the packaging, the product guarantee, the transfer of studies carried out and other industrial property elements created by the supplier for the purposes of the order, if applicable, the cost of intermediate warehousing and the transport of the product to the address indicated on the order. They are firm and non-revisable without the written agreement of SEAC which shall take the form of an amendment to the purchase order or a new purchase order or contract; only SEAC can authorise invoices to be issued at the initial prices.

8.2 An invoice will be issued in duplicate for each delivery and order number. The same will apply for any credit notes.

8.3 SEAC will return any invoice that is not drawn up according to the above information and/or does not respect the legal provisions. SEAC will refuse to pay and receive any product not ordered.

8.4 Invoices will be sent to SEAC at the latest on the delivery date. Failing a special stipulation agreed between SEAC and the supplier, the payment time of the sums due is the maximum time authorised by the current legislation or inter-professional agreements. If applicable, late payment penalties will be calculated at the minimum rate imposed by the legislation.

9. INDUSTRIAL PROPERTY-CONFIDENTIALITY-PROPERTY OF CERTAIN RAW MATERIALS, PARTS AND COMPONENTS

9.1 For the supply of products involving the use of patented appliances, in all or part, or registered designs or models and generally any element that may be protected under industrial property law, the supplier indemnifies SEAC for any claim from the owners of patents, designs and models, etc included in its products. In the case of proceedings for infringement or an action for unfair competition, the supplier shall immediately substitute SEAC and act in its place in all proceedings, justified or not, which might be brought, on the understanding that all sums whatsoever that might be disbursed by SEAC or its customers in particular for costs and fees or for damages paid following judgements made will be fully and immediately reimbursed to it by the supplier as well as any damages that might result from the obligation placed upon SEAC to destroy and/or cease to use the products of the supplier incorporating the patents, designs, models etc, infringing the rights of third parties.

9.2 The supplier shall keep confidential the specifications, formulas, designs and technical, economic and financial information and manufacturing details or secrets relating to SEAC orders as well as the orders themselves and any element obtained when visiting a SEAC site or its customers' sites. All elements provided to the supplier with a view to and for the purposes of fulfilling the order or created by the supplier for the purposes of fulfilling the order must be returned to SEAC when they have concluded their business.

9.3 When an order indicates that certain raw materials, parts and components, owned by SEAC, have been sent by it to the supplier for the purposes of the order, the supplier undertakes to use them solely for the said order. Furthermore, it undertakes not to pledge these raw materials, parts or components or offer them as security and undertakes to protect and look after them and also set them apart so they cannot be confused with its own goods and so that if collective proceedings are brought against the supplier, SEAC can exercise its right to establish title.

10. TOOLS INTENDED TO PRODUCE PRODUCTS

10.1 Studies and plans developed by the supplier and tools manufactured specially for a SEAC order, particularly moulds, dies and plates are fully owned by SEAC which is able to transfer them to a third party without this modifying the obligations contained in this article 10. The supplier undertakes to return these elements at SEAC's first request. The same applies for Tools, the price of which is included in the part price. SEAC can, if it wishes, pay the balance of the price of the Tools in order to obtain full and entire ownership thereof.

10.2 Tools are exclusively used for the purposes of the SEAC order, the supplier undertaking not to use them for third parties. Failing this, the supplier will incur a penalty of 50% of the total pre-tax value of the order for tools without prejudice to any other damages.

10.3 The supplier keeps the Tools in good working order and pays the maintenance and repair costs and any taxes relating to these Tools. When the Tools have to be renewed, the supplier will inform SEAC in writing in good time. Unless indicated otherwise by SEAC, the supplier undertakes to immediately identify the Tools as the property of SEAC. The supplier cannot exercise any right of retention over the Tools.

The supplier shall immediately inform SEAC of any potential threat against the Tools or any element held by the supplier.

10.4 The supplier shall take out an insurance policy covering direct damages based on value as new that might be caused to the Tools during the time they are being used for the order, as well as indirect losses (including SEAC's operating losses) which might occur as a result of the deterioration of the Tools.

11. CANCELLATION

11.1 Relations between SEAC and its supplier and in particular any dispute relating to the interpretation of these Terms and the fulfilment of product orders will be governed by French law, excluding the Vienna convention. If a dispute cannot be settled amicably between the parties, it will be submitted to the exclusive jurisdiction of the Saint-Étienne (42) commercial court including in the case of interim proceedings.

12. APPLICABLE LAW – ALLOCATION OF JURISDICTION

12.1 Relations between SEAC and its supplier and in particular any dispute relating to the interpretation of these Terms and the fulfilment of product orders will be governed by French law, excluding the Vienna convention. If a dispute cannot be settled amicably between the parties, it will be submitted to the exclusive jurisdiction of the Saint-Étienne (42) commercial court including in the case of interim proceedings.