

## GENERAL TERMS AND CONDITIONS OF PURCHASE TEAM PLASTIQUE

### **ARTICLE 1 - PURPOSE AND SCOPE**

**1.1.** These General Terms and Conditions of Purchase ("GTC") define the contractual conditions applicable to any order of products, supplies, services, or goods (the "Supplies") placed by TEAM PLASTIQUE (the "Buyer") with any supplier (the "Supplier").

**1.2.** Any order implies full and unconditional acceptance of these GTC, which prevail over all general sales conditions, order forms, or any other documents from the Supplier, unless previously agreed in writing by the Buyer or in the presence of a signed purchase contract between the parties.

**1.3.** TEAM PLASTIQUE may modify the GTC at any time. The applicable version is the one in effect on the date the order is placed.

### **ARTICLE 2 - FORMATION AND MODIFICATION OF ORDERS**

**2.1.** All orders must be the subject of a written purchase order issued by TEAM PLASTIQUE. The order acknowledgment must be returned, validated, and signed by the Supplier within forty-eight (48) hours. The order becomes final only after express acceptance by the Supplier within five (5) working days of receipt.

**2.2.** Any order modification requested by the Supplier must be subject to TEAM PLASTIQUE's prior written agreement. The Buyer reserves the right to modify quantities, specifications, or deadlines, subject to reasonable notice.

**2.3.** TEAM PLASTIQUE reserves the right to cancel all or part of the order without compensation if the Supplier fails to fulfill its contractual obligations.

### **ARTICLE 3 - DELIVERY TIMES AND CONDITIONS**

**3.1.** Delivery times stated in the purchase orders are firm and constitute an essential element of the contract. They begin from the date of the order or any other agreed date. Delivery is to be made to the production site at: Z.A du Val de Chère - 44110 CHATEAUBRIANT - FRANCE or any other location specified in the order.

**3.2.** In the event of delay, flat-rate penalties of 1% of the order amount excluding VAT per calendar day of delay will be applied, up to a limit of 15%, without prejudice to the right of termination or claim for actual damages.

**3.3.** Supplies are delivered "carriage paid" to the location indicated in the purchase order. The Supplier bears the risks and costs until TEAM PLASTIQUE receives and approves the delivery.

**3.4.** Packaging must be done in such a way that the carrier cannot be exempted from liability due to defective packaging if goods are found damaged.

### **ARTICLE 4 - TRANSFER OF OWNERSHIP AND RISKS**

**4.1.** Ownership is transferred upon physical delivery of the Supplies to the Buyer's site or any other designated location.

**4.2.** Risk transfer occurs after TEAM PLASTIQUE performs a quantitative and qualitative inspection of the Supplies.

**4.3.** In case of non-compliance or partial delivery, the Supplier retains the risks until final acceptance.

### **ARTICLE 5 - RECEIPT AND COMPLIANCE**

**5.1.** Each shipment must include a delivery note referencing our order number and item descriptions. Invoices must also bear these indications. Delivery notes must be accompanied by quality guarantees, inspection reports, certificates of compliance, or any specific documents mentioned in the order.

**5.2.** Receipt of Supplies is subject to quantitative and qualitative verification. TEAM PLASTIQUE undertakes to notify any non-compliance within three (3) days of delivery. Deliveries made more than seven (7) calendar days in advance may be considered non-compliant, potentially leading to rejection or storage fees. The goods may be placed in a 'dispute' zone pending resolution.

**5.3.** In case of non-compliance, TEAM PLASTIQUE may, at its discretion: request replacement or repair, return the goods at the Supplier's expense, or destroy them with or without reimbursement, without prejudice to compensation.

**5.4.** The supplier must implement a system for identifying any non-conformity before shipment, which must be reported to us within 24 hours.

**5.5.** After notification of a non-conformity, the supplier will have 48 hours (forty-eight) to respond to the containment measure and must submit an action plan in 8D format (with actions defined and implemented) within a maximum of 10 (ten) working days.

**5.6.** Acceptance does not constitute a waiver of recourse in the event of a hidden defect detected or non-compliance during use in production.

### **ARTICLE 6 - CONTRACTUAL AND LEGAL WARRANTIES**

**6.1.** The Supplier guarantees that delivered Products or Services conform to the order, are free from defects (visible or hidden), and suitable for their intended use, complying with industry standards, applicable regulations, and safety, traceability, health, and environmental laws.

**6.2.** The Supplier shall replace or repair, at its sole expense, any defective or non-compliant Product promptly upon notification by TEAM PLASTIQUE, without prejudice to TEAM PLASTIQUE's right to cancel the sale, request a refund, and/or claim full damages.

**6.3.** The contractual warranty shall be valid for a minimum of twenty-four (24) months from the actual receipt of the Products or completion of Services. This may be extended if required by law or technical specifications.

**6.4.** The Supplier shall indemnify TEAM PLASTIQUE against any third-party claims, especially in cases of infringement, non-compliance, or damages caused by the delivered Products or Services.

**6.5.** The Supplier undertakes to fully cover the consequences of any damage (including costs and subsequent convictions in the event of legal proceedings) to persons, property, and intangible assets, whether during or after the performance of the contract, resulting from acts or omissions on its part, on the part of its subcontractors, employees, and agents, or resulting from its products or those of its subcontractors. The Supplier shall take out and maintain insurance covering its civil liability (operating and after delivery - material and immaterial damage - consequential and non-consequential damage) and must be able to provide proof of this at any time upon our request. If the amount per claim and per year of insurance coverage is deemed insufficient by TEAM PLASTIQUE, we reserve the right to terminate any current order without compensation.

### **ARTICLE 7 - PRICE - INVOICING - PAYMENT TERMS**

**7.1.** Prices are firm, final, and non-revisable. They include all taxes (excluding VAT), transport, packaging, customs, insurance, and delivery costs, unless otherwise agreed in writing.

7.2. Invoices must be issued in duplicate, electronically, and include all mandatory legal information, referencing the TEAM PLASTIQUE order number and detailing deliveries or services.

7.3. Unless otherwise stipulated, payments are made by bank transfer forty-five (45) days end of month from the invoice issue date, in accordance with article L.441-10 of the French Commercial Code.

7.4. No advance payment shall be required without a prior written agreement. In the event of a dispute over part of the invoice, TEAM PLASTIQUE reserves the right to suspend full payment until the issue is resolved, without incurring interest charges.

## ARTICLE 8 - CONTERFEITING

8.1. The Supplier guarantees that the Products delivered do not constitute a counterfeiting and do not infringe any intellectual or industrial property rights of a third party. It guarantees that it has all the rights and authorizations necessary for the manufacture and delivery of the products. The Supplier guarantees and shall indemnify the Buyer against any claim, action, or conviction resulting from an actual or alleged infringement of a property right, including associated costs, damages, and interest. In the event of proven counterfeiting, the Buyer may terminate the order as of right, without prejudice to any other recourse, and shall report the facts.

## ARTICLE 9 - OBSOLESCENCE AND EXPIRATION

9.1. The Supplier undertakes to systematically alert TEAM PLASTIQUE to any announcement of obsolescence, regardless of the source of the information. The Supplier is required to exercise increased vigilance with regard to the obsolescence of the products selected in the definition and to inform TEAM PLASTIQUE as soon as the information comes to its attention.

9.2. All products subject to expiration, without exception, must not exceed 20% of their shelf life upon delivery to TEAM PLASTIQUE. The manufacturer's Declaration of Conformity issued with each product shall prevail. Products that do not comply with this rule will be refused.

## ARTICLE 10 - INTELLECTUAL PROPERTY

10.1. The Supplier guarantees that all elements, products, documents, drawings, prototypes, or services provided are free of any third-party intellectual property rights. The Supplier agrees to fully indemnify TEAM PLASTIQUE in case of third-party claims or actions.

10.2. All plans, specifications, technical data, tools, dies, molds, or software provided by TEAM PLASTIQUE remain its exclusive property. The Supplier may only use them within the strict scope of the order and must return them upon request.

10.3. When the Supplier develops a specific product at the request of TEAM PLASTIQUE, all intellectual property rights relating to this product shall be transferred to TEAM PLASTIQUE as soon as they are created, unless otherwise specified in a separate contract. The Supplier undertakes to formalize any act necessary for this transfer.

## ARTICLE 11 - CONFIDENTIALITY

11.1. The Supplier undertakes to treat as strictly confidential all technical, commercial, industrial or financial information communicated by TEAM PLASTIQUE within the scope of the order, and not to disclose it to third parties, unless expressly authorized in writing.

11.2. This obligation of confidentiality applies for the entire duration of the contractual relationship and for a period of five (5) years following its expiration or termination, for any reason whatsoever.

11.3. Confidential information remains the exclusive property of TEAM PLASTIQUE. No license or transfer of rights is implicitly granted through the communication of confidential information.

11.4. The Supplier agrees to return or destroy, upon simple request by TEAM PLASTIQUE, any document or medium containing confidential information.

## ARTICLE 12 - CORPORATE SOCIAL RESPONSIBILITY (CSR)

12.1. The Supplier agrees to respect the fundamental principles of labor law (prohibition of forced labor, child labor, respect for freedom of association, equal opportunity, hygiene and safety), environmental protection (waste management, emission reduction, preservation of natural resources), ethics (anti-corruption, transparency), and compliance with applicable national and international regulations.

12.2. TEAM PLASTIQUE reserves the right to carry out or have carried out any audit or control of the Supplier regarding these aspects. The Supplier agrees to cooperate in good faith and to implement the required corrective actions.

12.3. In the event of serious or repeated breaches of CSR obligations, TEAM PLASTIQUE may terminate the contract or order as of right, without prejudice to any claim for damages.

## ARTICLE 13 - FORCE MAJEURE

13.1. Neither party shall be held liable for any delay or failure to perform resulting from a case of force majeure as defined by the jurisprudence of the French Court of Cassation.

13.2. The party invoking force majeure must notify the other party within forty-eight (48) hours by registered letter with acknowledgment of receipt, indicating the nature, expected duration, and consequences of the event.

13.3. If performance is suspended for more than thirty (30) days, either party may terminate the order by written notification, without compensation.

## ARTICLE 14 - TERMINATION

14.1. In the event of total or partial failure by the Supplier to fulfill any of its contractual obligations, TEAM PLASTIQUE may terminate the order by operation of law fifteen (15) days after a formal notice has remained without effect, without prejudice to any claim for damages.

14.2. Termination shall take effect on the date of dispatch of the notice, without any further formalities.

14.3. TEAM PLASTIQUE also reserves the right to terminate any order at any time for convenience, subject to reasonable notice and potential compensation limited to incurred costs only.

## ARTICLE 15 - APPLICABLE LAW

15.1. These General Purchasing Conditions (GPC) and the contractual relationship between TEAM PLASTIQUE and the Supplier are governed by French law, to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

## ARTICLE 16 - JURISDICTION

16.1. In the event of a dispute regarding the interpretation or execution of these GPC or any order, the courts within the jurisdiction of the Court of Appeal of Nantes, France, shall have exclusive jurisdiction, even in the event of multiple defendants or third-party proceedings.

## ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1. The fact that TEAM PLASTIQUE does not invoke any provision of the GPC at a given time shall not be interpreted as a waiver of its right to do so later.

17.2. If any provision of the GPC is declared null or unenforceable, the remaining provisions shall remain in full force and effect.

## ARTICLE 18 - SUBCONTRACTING AND ASSIGNMENT OF CONTRACT

18.1. The Supplier shall not subcontract all or part of its obligations without the prior express written consent of TEAM PLASTIQUE. In the event of such consent, the Supplier remains solely responsible for the execution of the order.

**18.2.** The Supplier may not assign or transfer, whether for consideration or free of charge, all or part of its rights and obligations arising from the GPC or the order without the prior written consent of TEAM PLASTIQUE.

#### **ARTICLE 19 – QUALITY CONTROL AND TRACEABILITY**

**19.1.** TEAM PLASTIQUE reserves the right to carry out audits, inspections, and quality controls at any time on the Supplier's premises to verify the conformity of Supplies and manufacturing processes with contractual requirements.

**19.2.** The Supplier undertakes to retain all technical documentation and certificates of conformity for a minimum period of ten (50) years and to provide them promptly upon request.

#### **ARTICLE 20 – SPECIFIC PENALTIES AND LIQUIDATED DAMAGES**

**20.1.** In addition to the late penalties set forth in Article 3, TEAM PLASTIQUE may apply fixed penalties in the event of non-compliance with quality, safety, or environmental requirements.

**20.2.** In the event of a contractual breach resulting in damage, the Supplier shall owe a flat-rate compensation of at least 10% of the total order amount, without prejudice to compensation for actual loss incurred.

#### **ARTICLE 21 – REGULATORY OBLIGATIONS AND COMPLIANCE**

**21.1.** The Supplier undertakes to comply with all applicable regulations, in particular those relating to product safety, chemical substances (REACH), materials intended for food contact, and environmental directives (RoHS).

**21.2.** The Supplier guarantees that the supplied products do not contain any prohibited or restricted substances and shall provide any certificates or safety data sheets as necessary.

**21.3.** The Supplier undertakes to comply with applicable HSE procedures for all interventions on TEAM PLASTIQUE's sites and with international and national regulations on the transport of dangerous goods (RID, ADR, ADN, ICAO).

#### **ARTICLE 22 – ETHICS AND ANTI-CORRUPTION**

**22.1.** The Supplier undertakes to uphold the highest ethical standards in its business and industrial practices, particularly regarding anti-corruption, money laundering, and the prohibition of forced or child labor.

**22.2.** TEAM PLASTIQUE reserves the right to immediately terminate any order in the event of a breach of these obligations or if its image or reputation is deemed to be at risk.