

**Article 1. - Definitions**

For the purposes of this document, the terms listed below and used in the text have the following meanings:

- Order: refers to the Order and the applicable documents issued by SOREEL to the Supplier for the production and delivery of Supplies and/or Services by the Supplier
- Supplies and/or Services: refers to the Services, equipment and related documents to be provided by the Supplier
- SOREEL: refers to SOREEL, address 18 rue de la Gâtine BP426 49304 CHOLET
- Supplier: refers to the company responsible for producing and delivering the Supplies and/or Services
- Customer: refers to SOREEL's customer or its representatives

**Article 2. - Scope**

**2.1.** Acceptance of SOREEL's orders by the Supplier excludes any provisions to the contrary in the general terms and conditions of sale that may appear on the documents issued by the Supplier and in particular on the Supplier's order acknowledgments.

**Article 3. - Order acknowledgment**

**3.1** SOREEL will notify the Supplier of its needs by means of one-off orders or standing purchase orders in line with the main provisions agreed with the Supplier, such as technical specifications, price, deadline, quantity, reference, scope of services, etc. Other documents necessary to the fulfilment of the order may also be annexed thereto, including in particular technical specifications and/or a set of terms of reference with which the Supplier must comply.

**3.2** The acknowledgment for each order must be returned to SOREEL within forty-eight (48) hours of its receipt by the Supplier, dated and signed by an authorised person at the Supplier's and stamped with the latter's commercial stamp. The signatory's name must appear clearly in the order acknowledgment. If this document is not returned within seven (7) calendar days of the order issue date at the latest, the order will be deemed to apply without reservations.

The Order remains in force until the final obligation arising out of it, including the warranty due to SOREEL by the Supplier, is fulfilled and more generally until all accounts have been settled and any disputes between the parties have been resolved.

**3.3** SOREEL's contract may not be entirely assigned or subcontracted by the Supplier. The Supplier shall not assign or subcontract parts of the order without SOREEL's prior written agreement. The Supplier remains liable for all the services provided and supplies delivered by all of its subcontractors and suppliers.

**3.4.** SOREEL may change the contractual elements in the order. Such changes must be the subject of an express amendment duly accepted by SOREEL and the Supplier. The price may be adjusted in line with the changes requested and what is fair and reasonable.

**Article 4. - Prices and method of payment**

**4.1.** Unless specifically stipulated otherwise, prices in SOREEL's orders are quoted in euros, exclusive of VAT and they are firm, non-revisable and quoted DDP CHOLET or DAGNEUX – according to Incoterms® 2022 or any other version in force on the day of placing the order.

**4.2.** SOREEL must be informed of any change in the Supplier's rates or methods of payment by registered letter with acknowledgment of receipt at least one month before its date of application. Failing that, the change in the rate or the conditions of sale will only be applicable to SOREEL one (1) month after it becomes aware of said change.

**Article 5. - Fulfilment of orders**

**5.1** The Supplier must deliver the products or perform the services in accordance with, without this list being exhaustive, good professional practices, the applicable standards and regulations and the quantitative, qualitative and technical specifications provided by SOREEL such as in particular terms of reference, drawings or instructions. In this connection, it is responsible for defining and implementing the necessary means. It also has a duty to ask SOREEL without delay for all the information or clarifications that seem to it to be necessary.

**5.2.** The products supplied by SOREEL or belonging to it and left in the Supplier's custody must be clearly marked and recorded by the Supplier as being the property of SOREEL. The Supplier will be responsible for these products and will assume the corresponding risks.

**5.3** The provision of the documents to be provided by the Supplier for the purposes of the order, which will be listed in the order and/or in the documents annexed thereto form an integral part of the Supplier's obligations and will condition the payment of the corresponding sums due to the Supplier. Failure to provide the above-mentioned contract documents by the agreed date will lead to the application of penalties at the same rate as for late delivery of equipment (see Article 6.1.6 below).

**5.4.** Subject to the application of Article 8.1 below, the Supplier must ensure the traceability of all modifications, both for the documents relating to the order and for the products supplied. In this respect, as soon as it becomes aware of the modification requested by SOREEL, it must inform it in writing, within a maximum of 3 working days of the date when the modification

will apply as well as the number of products of the previous version in stock. The Supplier is obliged to keep records ensuring the traceability of such changes.

**5.5.** The products supplied by the Supplier must not under any circumstances exceed the quantity indicated in the order and/or the contract documents (specification, or failing that, drawings or bills of materials) or, where applicable, its technical proposal. If the quantity is exceeded, SOREEL reserves the right to refuse the product and cancel its order without prejudice to the application of this termination clause.

**5.6.** The supplier is bound by an obligation to provide advice and warnings to the purchaser. Accordingly, the Seller undertakes in particular to inform SOREEL immediately of any difficulty it encounters in connection with the fulfilment of the order.

**5.7.** The supplier has an obligation to inform SOREEL of any change that may occur to its status or its organisation, or which concerns the members of its staff assigned to the fulfilment of the order.

## **Article 6. - Delivery – Transport - Storage**

### **6.1 Deadlines**

6.1.1. The contractual delivery time specified in the order or any amendments thereto is imperative and means the date of receipt of the product or the provision of the service at the agreed place of delivery or performance. Compliance with deadlines is an essential and expected condition of the order, without which SOREEL would not have agreed to place the order.

6.1.2. No early or partial deliveries will be accepted without the prior agreement of SOREEL, which reserves the right in this case to refuse delivery and/or to charge the Supplier for the storage costs incurred if it fails to comply with this clause. Early delivery in the month before it was scheduled will automatically lead to the payment time being extended by one month.

6.1.3. The Supplier undertakes, if an event occurs that could compromise the contractual delivery or performance times, to inform SOREEL immediately in writing and to take, at its own expense, all the measures necessary to minimise the delay including sending the products concerned by the fastest means of transport.

6.1.4. In order to mitigate any unforeseen events, the Supplier undertakes, within the limits imposed by its production capacity and the procurement times for the main components, to keep an appropriate and adequate security stock.

6.1.5. In the event of a delivery falling during a period when the Supplier is normally closed, the latter must implement, at its own expense, the necessary means and adequate organisation to deliver the products ordered by the required deadline (e.g. external storage platform).

6.1.6. In the event of late delivery, SOREEL reserves the right to apply non-discharging penalties of 1% of the value excluding VAT of the product not delivered on time per calendar day's delay. This penalty will be automatically due to SOREEL by the sole fact of non-delivery or non-performance on the agreed date, the Supplier expressly agreeing that penalties will automatically apply following the expiry of deadline without there being any need to send a formal notice. The penalty will apply after a waiting period of 3 working days and will be limited to 10% of the value of the product not delivered or the service not performed by the deadline. After a delay of 15 working days, SOREEL reserves the right to cancel the order for failure to deliver by the contractually agreed deadline, without prejudice to any damages SOREEL may claim in compensation for the loss incurred as a result of the late delivery or performance. Any partial or incomplete delivery or performance will be considered as a failure to deliver or perform.

### **6.2. Packaging - storage**

6.2.1. Products awaiting delivery will be stored on the Supplier's premises, under its entire responsibility and under appropriate conditions of storage. These products must be protected against impacts and damage of any kind caused by the external environment.

6.2.2. The product will be packaged in a manner appropriate to its transport and storage under optimum conditions. In any case, the packaging must be made of recyclable materials in compliance with current regulations.

6.2.3. If the Supplier is required to deliver the product ordered in special recoverable packaging, the cost of returning such packaging to the Supplier's workshops will be met by the latter, unless specifically agreed otherwise.

6.2.4. Each delivery is accompanied by a delivery slip containing the SOREEL order number, the line of the order concerned, the quantities delivered, as well as the item number and description of the product as they appear in SOREEL's one-off or standing purchase orders. SOREEL reserves the right to refuse all deliveries not accompanied by a clearly completed delivery slip.

6.2.5. Acceptance of the delivery does not release the Supplier from its liability for defects and nonconformities in the product sold. When the quality and quantity of the supplies delivered cannot be checked at the time of delivery, final acceptance will only occur on the day when these supplies are used.

6.2.6. If the product delivered presents, at the state of delivery, a particular risk for its use or implementation, the Supplier must inform SOREEL's purchasing department in writing, before delivery, of the nature of this particular risk and the precautions to be taken. A label in French indicating that the product cannot be used in its current state and specifying the nature of the particular risk and the precautions to be taken must be placed in a clearly visible position on the product.

### **6.3. Force majeure**

6.3.1. In the event of the occurrence of a case of force majeure preventing the Supplier from fulfilling its obligations, in whole or in part, the Supplier must notify SOREEL of this impediment at the earliest opportunity and it must take all appropriate measures to limit the effects of said events on its delivery obligations.

6.3.2. A case of force majeure is constituted by any event or circumstance that is at once external, unforeseeable and irresistible, as defined in Article 1148 of the French Civil Code.

6.3.3. If the force majeure event continues for more than twenty (20) days, SOREEL reserves the right to cancel the order by registered letter with acknowledgment of receipt, the cancellation then taking effect ten (10) days later.

### **Article 7. – Quality - Compliance**

**7.1** - The Supplier guarantees that the product delivered complies with SOREEL's order, as well as the quality of the product delivered and sets up a system of control and management guaranteeing SOREEL the quality of the product supplied.

**7.2.** In the event of any nonconformity found in products already delivered, these products will be returned at the Supplier's expense. Any such nonconformity may lead to SOREEL passing on to the Supplier the corresponding financial costs.

**7.3.** SOREEL will have the option of asking the Supplier either to refund it for the defective products in the form of a credit note or to replace them. This must be done within a maximum of two (2) working days from the date of receiving the request. If the Supplier is unable to replace the defective product within this timeframe, SOREEL may repair the defective product by the most appropriate and quickest means at the Supplier's expense and risk.

**7.4.** In the event of a request to implement corrective actions following the discovery of a nonconformity or defect, the Supplier will be required to inform SOREEL's quality department of the corrective actions taken to avoid the repetition of the problem encountered within eight (8) working days.

**7.5.** The Supplier must provide SOREEL, at the latter's request, with the documents proving the performances and the quality of the products ordered within a maximum of two (2) working days.

**7.6.** No technical changes, even if considered minor, may be made by the supplier without first informing SOREEL in writing. In particular, the Supplier must inform SOREEL of the use of new tooling or new manufacturing processes.

The staff of SOREEL, its customer or its representative, must have free access, during normal opening hours, to the Supplier's premises and those of any subcontractors in order to be able to monitor the progress and check the fulfilment of the order and/or to carry out one-off "quality" checks. The sole purpose of such inspections carried out during manufacturing is to inform SOREEL or its customer, and on no account do they render them liable in any way, nor do they reduce the Supplier's liability. The Supplier will be provided with the programme for these visits at least forty-eight (48) hours (two working days) before they take place.

**7.7** The Supplier will ensure that all the products meet the product conformity requirements set out in Kohler's *Product Environmental Policy* and *Restricted Material List Kohler*, which can be found on the Kohler Conducting Business website.

### **Article 8. - Compliance with regulations**

Any breach of the provisions below will constitute a serious breach and may lead to the immediate cancellation, as of right and without the need for any legal formalities, of the Order, without prejudice to any other rights and remedies SOREEL may have. In the event of a breach, the Supplier must compensate SOREEL for any claims, costs, damage, fines, losses, liability and expenses claimed from and/or borne by SOREEL resulting from the direct or indirect breach of the provisions below. No inspection, approval or acceptance of the Supply may exonerate the Supplier from its liability incurred due to a breach of the provisions below.

**8.1.** The Supplier must comply in particular with the "Product Environmental Policy – Restricted Materials List". [https://resources.kohler.com/corporate/kohler/pdf/KohlerRestrictedMaterialsList4.0-EN\\_FRE.pdf](https://resources.kohler.com/corporate/kohler/pdf/KohlerRestrictedMaterialsList4.0-EN_FRE.pdf)

**8.2.** The Supply must meet, in all respects, the contractual and legislative requirements, the general standards applicable published by official bodies and the statutory and regulatory requirements in force without it being necessary to refer specifically to them in SOREEL's contract documents, in particular concerning:

- the qualities, composition, presentation and labelling of the Supply,

- respect for the environment,
- labour and employment law (health, safety, pay, salaries, non-discrimination, human trafficking, etc.),
- the provisions of the international conventions on children's rights and, more particularly, those relating to child labour.

In any event, the Supplier will abstain from offering for sale any Supply that could have been made by under-age child workers.

**8.3.** If the Supply contains hazardous substances or requires the taking of special safety precautions for its handling, transport, storage or use, the Supplier must, before any delivery, provide SOREEL, in writing, with the information required by the nature of these substances and on the precautions to be taken. The Supplier will ensure that before any delivery, the appropriate instructions and warnings are clearly indicated and highlighted on the Supply, as well as the packaging. In particular, the Supplier will provide SOREEL, in written form, with all the indications, instructions, safety data sheets and warnings necessary to comply with all health and safety legislation and regulations. The documents and markings required for these special precautions must be provided in the Buyer's language unless provided otherwise in the Order.

**8.4.** REACH Regulation. To meet the general product safety requirements, the Supply must comply with all currently applicable environmental, health and other safety standards, and in particular the requirements of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), as well as any existing and future updates thereto.

The Supplier will guarantee in particular in connection with the REACH Regulation that the substances on their own or in mixtures or articles, have been used in accordance with the relevant provisions on registration, authorisation and restriction.

The Supplier will inform SOREEL of the presence of substances subject to authorisation (Annexe XIV) or substances on the Candidate List of SVHCs under the REACH Regulation in quantities greater than 0.1% weight by weight compared to total weight in the Supply and regardless of the threshold concerning the mixtures supplied under the Order. The Supplier must provide sufficient information that it holds to allow the substance, mixture or said article in total safety.

In the event of a decision to change the composition of the mixture or the Supply, the Supplier must inform SOREEL three (3) months before making the change. In the event of a decision to stop selling the substance, mixture or Supply, the Supplier will inform SOREEL six (6) months before discontinuing its sale.

The Supplier will bear all the prejudicial consequences of any failure to comply with the REACH Regulation and any that it is subjected to due to its action or inaction vis-à-vis SOREEL or any third party.

The Supplier will provide, for the mixtures, substances and/or the Supply delivered, safety data sheets drawn up in accordance with the REACH Regulation or on request, as the case may be as required by the regulations. Safety data sheets must be provided in French.

**8.5.** WEEE Directive. If the Supply falls within the scope of Directive 2012/119/EU on Waste Electrical and Electronic Equipment (WEEE II) and the French Environment Code's provisions on Waste Electrical and Electronic Equipment (WEEE), the Supplier will undertake to apply these requirements and organise and finance the collection and treatment of WEEE via a WEEE collection and treatment system approved by the authorities. The Supplier will undertake to provide SOREEL with the information concerning the collection and treatment system(s) set up by the Supplier for WEEE.

**8.6.** RoHS2 Directive. If the Supply falls within the scope of Directive 2011/65/EC of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS 2), the Supplier will certify that the Supply delivered to SOREEL, as well as its derivatives, meet requirements imposed by this Directive and those updating it (Directives 2015/863/EU and 2017/2102/EU) and any future updates.

#### **Article 9. – Invoicing and Terms of Payment**

**9.1.** Invoices, which will be sent in duplicate (2 copies) to the accounts department, must include all the legally required items as well as the reference of the SOREEL order, details of the mode of transport and destination of the goods. All invoices not containing all of this information will be returned to the Supplier. Unless otherwise agreed by SOREEL and the Supplier, invoices grouping together several orders are not accepted.

**9.2.** Unless otherwise agreed by SOREEL and the Supplier, payments will be made by promissory note at forty-five (45) days end of month. SOREEL's payment deadlines run from the end of the month of receipt at the agreed place of delivery and/or performance, once all contractual obligations have been met.

**9.3.** Payments on account may only be made against an advance payment bond, which must be issued by a bank

**9.4.** In accordance with the provisions of Article L.441-6 of the French Commercial Code, any late payment by the Buyer will give rise, as of right, to a late payment penalty payable as of the day after the due date mentioned in the invoice if the amounts owed are paid after that date, as well as a fixed sum to cover recovery costs, set by decree at 40 euros.

The rate of this late payment penalty is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points, without this penalty affecting the payability of the debt itself.

**Article 10. - Transfer of ownership and risks**

**10.1.** The ownership of the products is transferred to SOREEL on the effective delivery date as proven by a discharge receipt for purchases made "*DDP destination warehouse or depot dock*" or if the transfer is to take place before, from the moment when the intermediate invoices issued inclusive of all taxes have been paid to the Supplier.

**10.2.** The risks relating to the products delivered are transferred on the effective delivery, subject to the products meeting the criteria specified in the contractual order documents. (see Article 5.1 above)

**10.3.** Suppliers' retention of title clauses can only be accepted on a case-by case basis and must be the subject of express prior approval by SOREEL.

**10.4.** The tools, equipment, components, materials, supplies, etc. supplied by SOREEL (or belonging to it) which are placed in the Supplier's custody must be clearly marked and recorded by the Supplier as being the property of SOREEL. The Supplier is responsible for these tools, equipment, components, materials, supplies, etc. and will assume the corresponding risks.

**Article 11. – Making available of equipment and tools**

**11.1.** Ownership of tools manufactured or acquired by the Supplier specially for the purposes of the performance of the contract will be transferred to SOREEL after complete payment or depreciation by the latter. The Supplier shall then automatically send SOREEL a certificate of ownership and clearly identify the tools as being the property of SOREEL. The Supplier must send these tools to SOREEL when the latter requests it.

**11.2.** When SOREEL delivers tools, equipment, components, materials, supplies, etc. to the Supplier for the purposes of the fulfilment of the order, these are and remain the property of SOREEL. The Supplier shall maintain these tools, equipment, components, materials, supplies, etc. in good working order, subject, in the case of tools, templates and equivalent equipment, to normal wear. The Supplier undertakes not to use these products outside the object of the contract.

Any damage, deterioration, destruction, theft or loss concerning these products due to incorrect use or negligence on the part of the Supplier will give rise to repair or replacement at the Supplier's expense. Without prejudice to the SOREEL's other rights, the Supplier must return these tools, equipment, components, materials, supplies, etc. at its request, whether or not they are still being used by the Supplier.

**Article 12. – Suspension**

**12.1.** SOREEL reserves the right to suspend the fulfilment of the Order for reasons beyond its control. SOREEL will then immediately inform the Supplier of said suspension and the reasons therefor. On receiving such a notification, the Supplier will stop incurring any expenses linked to the fulfilment of the Order, with the exception of those necessary to protect the equipment, tools, components, materials, supplies, etc. being used for the Order.

**Article 13. – Termination**

**13.1.** Either of the Parties may cancel all or part of the Order as of right and without any need for legal formalities if the other Party fails to meet its obligations relating to the Order, without prejudice to any claim for damages.

Such a cancellation will become effective eight (8) working days after the receipt of the registered letter with acknowledgment of receipt giving notice to the defaulting party to perform, which has remained without effect. This formal notice must identify the failings that must be ended and potentially the measures that need to be taken by the defaulting party.

**13.2.** However, SOREEL may cancel the Order immediately and as of right, without any legal formalities or sending a formal notice, the fault lying exclusively with the Supplier and without prejudice to any claim for damages, in particular in the event of:

- The Supplier being unable to deliver conforming products.
- A failure of the Supplier Quality's system or in the quality of its services.
- The Supplier not meeting the contractual deadlines.
- The Supplier not complying with the stipulations of the order and these terms and conditions.
- A change in the control of the capital of the Supplier's company.

- The Supplier being placed in receivership, SOREEL then having a claim equal to the amount of the payments on account made.
- The Supplier failing to comply with the tax, social and employment legislation.
- Change in the control of the capital of the Supplier's company
- Lack of insurance of policy terminated.
- Deception, incapacity, fraud, criminal negligence,
- Failure to comply with Articles 19, 20 and 21.

**13.3.** In the event of the cancellation of the Order due to a fault on the part of the Supplier, SOREEL may replace the Supplier, at the Supplier's expense and risk. The additional costs, including the impacts of the delay resulting from this replacement, will be borne by the Supplier.

In all cases when an Order is cancelled:

- The supplies, materials, equipment, etc. in the factory and on site assigned to the Order, and of which SOREEL is not yet the owner, will become its property, if it requests it, it being up to the Supplier to integrate the right to payment, where applicable.

- The Supplier shall make available to SOREEL or the third party substituted for it all of the studies, drawings, design calculations, documents, supplies, equipment and provisional structures necessary to the continued fulfilment of the Order.

Furthermore, it will be up to the Supplier to ask SOREEL to draw up a joint statement with it of what it has done up to the date of cancellation within eight (8) working days of the date of notification of cancellation. Failing that, this statement will be drawn up by SOREEL alone and will be enforceable against the Supplier. In all cases, the Supplier will bear all the financial consequences of a cancellation for breach, without prejudice to any damages claimed; the corresponding sums will then be refunded to SOREEL by the Supplier.

#### **Article 14. – Warranty terms**

**14.1.** The Supplier guarantees that its products are free of design, material and workmanship defects and that they comply with the provisions of the order and any amendments thereto, as well as with the legislation and standards in force applicable to the order. In addition to the statutory warranties and unless specifically agreed otherwise by the Supplier and SOREEL, the warranty granted by the Supplier lasts for 12 (twelve) months from industrial commissioning at SOREEL's customer's premises of the assembly for which the product ordered was designed. If the Supplier's supply is found to be defective and therefore delays industrial commissioning, the starting point for the warranty will only be after any reservations have been lifted and confirmation by SOREEL and/or its customer that the product has been brought into compliance. Customarily, the warranty period is limited to twenty-four (24) months after delivery of the product ordered to SOREEL's premises.

**14.2.** If a defect attributable to the Supplier is discovered during the warranty period, the Supplier must intervene as soon as possible after being notified by SOREEL. The Supplier must then, at its own expense (in particular parts, labour, transport, travel to the site and intervention costs), repair the product with the defect within a timeframe jointly agreed with SOREEL. If the Supplier fails to do so, or if its intervention times are not acceptable, SOREEL may have the work done by a third party, at the Supplier's expense and risks.

**14.3.** A new twelve-month warranty will apply to the new product in the case of a replacement.

#### **Article 15. - Consignment parts**

**15.1.** The Supplier shall constitute an appropriate consignment stock for the duration of the warranty period so as to ensure the warranty can be applied. This stock will either be stored on the Supplier's premises or made readily available to SOREEL for the emergency spare parts.

**15.2.** The Supplier must supply, at SOREEL's request, a list of parts or components concerned and prove their availability to allow interventions within a maximum of twenty-four (24) hours after notification. (Unless specifically agreed otherwise by SOREEL and the Supplier)

#### **Article 16. - Liability and Insurance**

**16.1.** The Supplier shall compensate SOREEL or any third party for any loss or damage of any kind whatsoever, as well as for any claim or expense in connection with such damage or losses resulting from acts or omissions by the Supplier, its subcontractors, suppliers, employees or agents or from any faults, nonconformities or hidden defects found in the product(s) concerned by the contract.

**16.2.** The Supplier shall take out and maintain in force throughout the performance of the contract, including during the warranty period, an insurance policy with a reputable insurance company providing sufficient coverage and amounts to cover the consequences vis-à-vis SOREEL or any third parties of its liability for personal injury, property damage and/or financial loss, whether consequential or not. The amount of cover shall not be less than two million euros per event per year.

**16.3.** The Supplier undertakes to insure with a reputable company, and for sufficient sums, all the tenant's risks of fire, explosion, lightning, storms, water damage, terrorist attacks, theft, as well as the legal remedy of neighbours and third parties

risk relating to the premises, fixtures and fittings, equipment, materials and furniture made available to the Seller for the fulfilment of the Order.

**16.4.** The Supplier undertakes to provide SOREEL immediately and at its request with insurance certificates that meet the requirements of Articles 16.2 and 16.3, and, insofar as the Supplies render it necessary or SOREEL's customer requests it, a decennial or biennial professional liability certificate.

#### **Article 17. - Intellectual Property**

**17.1.** All the information, such as the products, the technology or the know-how which are the property of one of the Parties or belong to it will remain the exclusive property of that Party.

**17.2.** The Supplier undertakes to respect all intellectual property rights held by SOREEL and/or by any third party in connection with the fulfilment of the Order. All drawings, specifications, diagrams, information or data supplied by SOREEL and/or developed by the Supplier in connection with the Order will be the exclusive property of SOREEL and may only be used by the Supplier for the purposes of the fulfilment of the Order. Unless specifically agreed otherwise by SOREEL and the Supplier, if the Order includes Supplies whose development or design belongs to SOREEL, all the intellectual property rights in the Supplies will automatically be the exclusive property of SOREEL. The Supplier declares, in all cases and at the same time that it is the owner of the intellectual property rights and/or holds the licences required to fulfil the Order.

**17.3.** The Supplier will assign any intellectual property rights in any document, study, drawing, report or analysis developed by the Supplier specifically for the fulfilment of the Order (hereinafter "Results"). In assigning the Results, the Supplier will assign to SOREEL all the inherent author's rights consisting in particular of:

- Rights of reproduction and use for any usage and exploitation whatsoever,
- Communication to the public, publication, editing rights.
- Adaptation, development, modification rights,
- Publication,
- Marketing rights, in any manner whatsoever.

The Supplier will guarantee SOREEL full enjoyment, free of easements, of the rights granted under the terms of the Order.

This assignment will be effective for both France and territories abroad, for the entire duration of the protection granted by the applicable intellectual property laws. The remuneration of all of these rights will be included in the price specified in the Order.

**17.4.** SOREEL will be granted a non-exclusive, non-assignable right of use of the documents, studies, drawings, reports or analyses which are not part of the Results in order to exploit and use the Supply (hereinafter the "Prior Knowledge"). The Supplier will thus warrant:

- that it is the owner or holder of the rights granted in the Results and the Prior Knowledge;
- that it will indemnify the Buyer for any action, claim, demand or objection on the part of any person invoking an intellectual property right that the Seller may have infringed.

**17.5.** If SOREEL is sued for IP infringement, unfair competition or passing off due to the use of the Results and Prior Knowledge, SOREEL will inform the Supplier as soon as possible, and the latter may join the legal action,

- Providing SOREEL with all the assistance necessary at its own expense,
- Undertaking, at its choice, either (i) to modify or replace the items concerned by the dispute so that they no longer fall within the scope of the claim, whilst remaining compliant with the specifications of the Order, or (ii) to take the necessary measures so that SOREEL can use the items at issue without limitation or extra cost, or (iii) if neither of these solutions can reasonably be implemented, to refund to SOREEL the sums paid for the items at issue and compensate it for the loss incurred.

The Supplier will cover any damages SOREEL may be ordered to pay due to an act of infringement, unfair competition or passing off as a result of the use of the Results and Prior Knowledge.

**17.6.** The Supplier undertakes to guarantee the rights granted relating to the Results or Prior Knowledge to SOREEL when assigning or granting any rights concerning the Results or Prior Knowledge.

**17.7.** The trademarks, logos, brand names and other distinctive signs identifying the products of SOREEL or Kohler Co. (hereinafter referred to as "Trademarks" or "the Trademark") are protected in accordance with the provisions of the French Intellectual Property Code and the laws and regulations in force and are the sole property of SOREEL or Kohler Co.. The Supplier undertakes not to directly or indirectly:

- a. Challenge or deny SOREEL or Kohler Co.'s right, title or interest in the Trademarks and other intellectual property rights held by SOREEL or Kohler Co.,
- b. Claim any right, title or interest whatsoever in the Trademarks and other intellectual property rights held by SOREEL or Kohler Co.,
- c. Use any service mark, trade name, trademark, symbol, logo or any other distinctive sign linked to SOREEL's products without SOREEL's prior written agreement,
- d. Use, in whole or in part, in its name or in the heading on its notepaper or other, throughout the duration of this Contract and after its expiry and/or during the fulfilment of the Order and after its expiration, the Trademarks, trade name, symbol, logo or other similar distinctive sign that could lead to confusion,
- e. File the Trademark or any other trademark liable to lead to confusion with the Trademark, in France or in any other country,
- f. Use a domain name whose similarity with the Trademark would be likely to lead to confusion therewith,
- g. Disclose any intellectual property belonging to SOREEL or Kohler Co. in a manner contrary to their interests.

**17.8.** In addition, the Supplier warrants that it has not applied for or obtained and will not apply for any patent or registration containing the intellectual property of SOREEL or Kohler Co. during the fulfilment of the Order and after its expiry.

**17.9.** This prohibition will apply regardless of the conditions and the medium envisaged, and whether these trademarks are reproduced for the purposes of the Supplier's external or internal communication.

#### **Article 18. - Case of force majeure**

**18.1.** In the event of the non-performance of any one of the obligations provided for in the Order, the Obligor will not be considered as defaulting, or required to pay compensation, if the performance of said obligation has been rendered impossible by a case of force majeure within the meaning of Article 1218 of the French Civil Code.

**18.2.** The Party in a situation where it intends to invoke force majeure must:

- Immediately inform the other Party of the existence of this case of force majeure, which it will describe in detail indicating the likely duration of the event and the measures taken to remedy the consequences of the force majeure,
- Make its best efforts to find a replacement solution or in any case resume the fulfilment of the Order as soon as it is reasonably able to do so,

If the suspension of the Order lasts for more than thirty (30) calendar days, the Parties shall meet to determine the conditions under which the fulfilment of the Order could, where possible, be continued. If no agreement is reached within eight (8) working days of the beginning of these negotiations, the Order will be terminated as of right, with no compensation being due to either side, by the party first acting by registered letter with acknowledgment of receipt sent to the other party.

#### **Article 19. - Advertising**

No advertising or written or oral communication may be carried out by the Seller concerning the Order and any information obtained in connection with the Order, except with the Buyer's prior written authorisation.

#### **Article 20. – Compliance**

##### **20.1. Anti-corruption**

The Supplier must perform its obligations under this agreement in accordance with the applicable legislation. More particularly, the Supplier certifies that it complies and will continue to comply with American, European, French and local anti-corruption legislation. The Supplier is prohibited from making illegal payments or offers (and from accepting such payments or offers), and from engaging in corrupt practices either directly or indirectly in relation to any person, including but not limited to, any government, government official, employee of a private company or company belonging to the State or other public entity, representative of a political party or political candidate in order to obtain or retain a commercial advantage.

##### **20.2. Export controls**



The Supplier certifies that it complies and will continue to comply with the national and international law and regulations applicable to export controls and economic sanctions.

The Supplier represents and warrants that neither it nor its board of directors nor any of its parent companies nor any of its shareholders is on the list of an authority in charge of sanctions or has been or is in breach of any sanctions-related regulation or order insofar as they are applicable to its company, its transactions and its activities. In the event of a change in situation, the Supplier will inform SOREEL immediately and in writing, and SOREEL will then be entitled to cancel the Order with immediate effect and with no need for any legal formalities.

The Supplier undertakes to obtain all the international and national licences or comparable authorisations required under all the export control laws and regulations.

The Supplier will provide SOREEL, at the latter's request, with a certificate of conformity confirming its recognition of and compliance with the export control regulations, the Supplier being responsible for the accuracy of the information provided for the Supply.

### **20.3. Personal data**

The Supplier and SOREEL undertake to comply with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons vis-à-vis the processing of personal data, and on the free movement of such data ("GDPR"), as well as any local regulations applicable to personal data and its processing.

Each of the parties is liable to collect and process personal data of the other party in connection with the fulfilment of the Order and/or for the purpose of the management of their files. In this case, the party concerned is responsible for the processing of these personal data in accordance with requirements of the GDPR and thus undertakes to comply with all the provisions of the GDPR. If the Supplier processes personal data on behalf of SOREEL and on its instructions, in a capacity as a data processor, as defined in the GDPR, the Supplier undertakes to comply with the provisions of the GDPR and to sign a processing contract with SOREEL containing the mandatory clauses provided for by the GDPR.

### **20.4. - SOREEL Buyer's Code of Conduct and Certificate of Conformity**

By accepting the Order, the Supplier undertakes to comply with SOREEL's Code of Conduct and Certificate of Conformity, which can be consulted on the website:

[https://resources.kohler.com/corporate/kohler/pdf/supplier/Kohler\\_Supplier\\_Code\\_of\\_Conduct\\_French.pdf](https://resources.kohler.com/corporate/kohler/pdf/supplier/Kohler_Supplier_Code_of_Conduct_French.pdf)

**20.5.** Any breach by the Supplier of the provisions of this article will constitute a serious breach which may lead to the immediate cancellation of the Order and/or the immediate cessation of the business relationship, without notice and without the need for any legal formalities, without prejudice to any other rights and remedies SOREEL may have. The Supplier must compensate SOREEL for any claims, costs, damage, fines, losses, liability and expenses claimed from and/or borne by SOREEL resulting from the direct or indirect breach of the provisions of this article.

### **Article 21. – Confidentiality**

The Seller agrees to treat as confidential any information of any type, especially technical, financial and commercial information, to which it has access in the course of the fulfilment of the order. It undertakes to extend this obligation, in particular, to all of its managers, employees, agents, subcontractors, suppliers and representatives.

### **Article 22. – Independence of the Seller**

The Seller is an external company independent of the Buyer. The Seller recruits, pays, employs, trains and manages the staff necessary to the fulfilment of the Order under its own responsibility. It remains the employer of persons seconded to fulfil the Order, its staff remaining entirely under its hierarchical authority. Under no circumstances can the Seller's staff be legally assimilated with the salaried employees of the Buyer or with temporary agency staff made available to it.

The Seller's staff must be legally registered as its employees, and it is responsible for them in accordance with the law and regulations. The Seller's staff will take orders only from the manager or supervisor designated by the Seller.

### **Article 23. – Disputes - Applicable Law - Jurisdiction**

**23.1.** In the event of a dispute relating to the formation, interpretation, performance and/or termination of these terms and conditions and/or the orders, the Supplier and SOREEL will endeavour to reach an amicable settlement. It is expressly agreed that if the Supplier and SOREEL fail to reach an amicable agreement in the event of a dispute within thirty (30) days of either of the Parties receiving the first notification, the Commercial Court of Angers will have sole jurisdiction, even in the case of interlocutory applications, the introduction of third parties or multiple defendants.

**23.2.** The law applicable to these terms and conditions and to the orders, in particular for any issues relating to their interpretation and performance, will be French law to the exclusion of any other.