

GENERAL TERMS AND CONDITIONS OF PURCHASE
VALTRIS CHAMPLOR SAS
(version 1 – 1 August 2018)

1. INTRODUCTION

- 1.1 These general terms and conditions of purchase ("General Terms and Conditions of Purchase") shall apply to the purchase of Products, as defined below, by Valtris Champlor SAS (the "Customer") from any supplier (the "Supplier"), provided that these General Terms and Conditions of Purchase are not incompatible with any provisions that may have been stipulated in a specific written agreement between the Customer and the Supplier. Where a Supplier has general terms and conditions of sale, which are the foundation of any business relationship, acceptance of these General Terms and Conditions of Purchase shall entail the Supplier's waiver of its general terms and conditions of sale. These General Terms and Conditions of Purchase shall apply to the contractual relationship between the Supplier and the Customer as a whole and the application hereof shall exclude any incompatible provisions contained in any terms and conditions of sale generally used by the Supplier, even if said terms and conditions are contained in its documents confirming acceptance of an order or any other business document.

These General Terms and Conditions of Purchase may only be amended by a written provision signed by Valtris Champlor SAS's Purchasing Department.

2. DEFINITIONS

For the requirements of the General Terms and Conditions of Purchase, the following definitions shall apply to the terms set out below:

"Affiliate": Any company or any other entity: a) which is directly or indirectly controlled by one of the Parties, b) which directly or indirectly controls one of the Parties, c) which is directly or indirectly controlled by one of the companies or entities referred to in (b) above. The concept of control is the concept laid down in Article L.233-3 of the French Commercial Code (Code de commerce).

"Agreement": A whole consisting of these General Terms and Conditions of Purchase, orders placed by the Customer and any other special agreement that applies to the purchase of the Products.

"Confidential Information": Any information relating to the Customer's business, its products or services, such as technical, financial or commercial information.

"Customer": Valtris Champlor SAS, which specialises in selling biodiesel, glycerin and meal, for the production of which the purchase of the Products defined below is required.

"Party": (i) the Customer and (ii) the Supplier, jointly the "Parties".

"Product": The goods sold by the Supplier that the Customer wishes to purchase for the requirements of its business, under the conditions provided for in the Agreement.

"Supplier": Any natural or legal person that specialises in the manufacture and sale of the Products, under any trademark whatsoever, for business purposes.

3. ORDERS

- 3.1 Orders shall be placed by the Customer with a Supplier by means of an order form issued by the Customer's Purchasing Department, sent by letter, fax or email. The Customer's order shall contain the specifications and the conditions of physical delivery that shall apply, as well as the conditions under which the order shall be fulfilled by the Supplier.
- 3.2 The Supplier shall acknowledge receipt of the order within three (3) calendar days of receipt thereof by letter, fax or email. This advice of receipt shall constitute confirmation of the order which shall then be "firm and final".
If the order is not expressly accepted within the above-mentioned time, the order shall be deemed to have been rejected. However, any action involving the fulfilment of said order by the Supplier shall constitute the start of fulfilment and thus acceptance of the order.
- 3.3 The Customer reserves the right to cancel or change any order by giving notice thereof to the Supplier in writing, with at least seven (7) calendar days' notice before the scheduled delivery date. In this case, the Customer shall only be required to pay the costs actually incurred by the Supplier for the Products provided on the date notice of cancellation was given, as shown by supporting documents provided.

4. DELIVERY

- 4.1 Products shall be delivered on the delivery date or within the time stipulated in the Agreement, and shall be delivered to the place referred to in the Agreement. The Supplier undertakes to inform the Customer of the date scheduled for delivery or, where applicable, of any delay in delivery, within a reasonable time.
- 4.2 If the Supplier fails to meet any of the conditions laid down in the Agreement, the Customer shall be entitled to reject the Products or to ask the Supplier to assume all costs and risks related to delivery.
- 4.3 The Supplier undertakes to deliver the Products to the Customer that meet the specifications contained in the order.
- 4.4 The Supplier warrants that the Products delivered to the Customer shall be free of any manufacturing defect. The Customer reserves the right to reject all or some of the Products in the event of any lack of conformity of any kind whatsoever with the order placed or with the specifications. This shall also apply if the Customer discovers any defect or incompatibility as regards the planned use of the Products. In this case, if the Customer has already paid the amounts owing under the Agreement, it shall be entitled to be reimbursed said amounts.
- 4.5 Delivery shall mean the collection by the Customer of the Products from the Supplier's premises or the sending of the Products by the Supplier to the address shown in the order, as applicable.
- 4.6 The goods shall travel at the Supplier's risk. The Customer must check the quantities delivered upon receipt. Apart from the cases referred to in Article 4.2 above, in the event products are missing or damaged on arrival, the Customer undertakes to:
(i) record its reservations on the carrier's receipt, specifying the quantity that is missing, damaged or the subject of a complaint.
(ii) send confirmation of these reservations to the carrier within three (3) working days after delivery by recorded delivery letter in accordance with Article L.133-3 of the French Commercial Code.
- 4.7 If the Customer notifies the Supplier of the existence of latent defects within seven (7) working days as from the discovery thereof, the Supplier undertakes to take a sample of the Products in order to identify the defects.
If, within twenty (20) calendar days as from receipt of the sample, it identifies the existence of the defects reported by the Customer, the Supplier shall have the following options, without prejudice to any additional amounts the Customer may claim from the Supplier as compensation for damage sustained. It may:
(i) replace the defective Products;
(ii) reimburse the Customer the price paid for the defective Products; or
(iii) grant a rebate on the price to the Customer.

5. PRICES AND PAYMENT

- 5.1 The price payable by the Customer shall correspond to the price stated, exclusive of VAT, in the Agreement. Any additional duties and taxes of any kind whatsoever to be borne by the Customer shall be shown in the Supplier's invoice separately from net amounts payable.
- 5.2 Unless stipulated otherwise in the Agreement, amounts payable by the Customer must be paid within sixty (60) calendar days as from the date the invoice was issued.

6. TERMINATION

- 6.1 The Customer may terminate the Agreement and/or any other agreement entered into with the Supplier in the following cases:
(i) failure by the Supplier to fulfil one of its obligations under the Agreement entered into with the Customer or breach by the Supplier of the law applicable to sales;
(ii) failure to deliver or late delivery;
(iii) the death, incapacity, court-ordered reorganisation or liquidation, or the insolvency of the Supplier;
(iv) dissolution of the Supplier or a change in the Supplier's legal or financial position.
- 6.2 In this case, the Customer shall write to the Supplier, formally demanding that it remedy the situation within eight (8) calendar days. If the situation has not been remedied within this time, the Agreement shall be terminated without further notice. If this happens, the Customer reserves the right to claim compensation from the Supplier for all losses sustained.

7. FORCE MAJEURE

- 7.1 Each Party expressly reserves the right to suspend the engagement with the other, without indemnity in any event of force majeure, such as war, strike (apart from an strike internal to the Supplier and/ or an affiliate of the Supplier which does not constitute a case of force majeure), lock out, accident, fire, freezing, flood, bad weather, transport delays, blockade, restrictions on exports, import or export ban, interruption of production or of delivery, regulatory decision of an administrative controlling authority etc. and when the circumstances are of such a nature as to render the performance of either Party's obligation under the contract impossible.
- 7.2 Upon acknowledgment of an event of force majeure each Party shall inform the other Party by recorded letter. If the cause of the event of force majeure lasts more than (30) thirty days from receipt of the letter, the Parties will be entitled to end the contract by written notification, with immediate effect. With the exception of the sums due before the date of the end of the contract, which will be payable by each Party, no indemnity shall be due.

- 7.3 If the delivery of the Products is delayed for a force majeure reason, the agreed delay can be extended, provided that the Seller has notified the Client in writing of the incident leading to the delay, within five (5) working days. In this case, the Seller shall not demand any further payment from the Client.
- 8. TRANSFER OF TITLE AND RISK**
- 8.1 Title to the Products and the related risk shall be transferred upon delivery of the Products to the Customer.
- 8.2 If the Customer makes available or provides items to be incorporated into the Products, these items shall remain the Customer's exclusive property. However, said Supplier shall bear the risk for the items in its possession throughout the time it uses said items. The Supplier undertakes to keep them in good condition and only to use them for the purposes expressly defined in the Agreement.
- 9. GENETICALLY MODIFIED ORGANISMS GUARANTEE**
- 9.1 The Supplier guarantees to its Client that the Products, being the object of the present Contract, are compliant with the applicable EU rules, in particular regulations CE n° 178/2002, 1830/2003 and 1829/2003.
- 9.2 The Supplier guarantees that no more than 0.9% of the Product sold to the Client is made up of genetically modified organisms. Failing this, the Supplier commits to informing the Client beforehand and to conforming to the labelling rules which apply where the amount of genetically modified organisms exceeds this threshold.
- 9.3 In this regard, the Supplier guarantees to the Client that it has made all the declarations and requests for authorisations deemed necessary by the rules applicable to genetically modified organisms.
- 9.4 The Supplier ensures complete and up to date information to the Client, in order to enable the Client to give the necessary guarantees to its own clients. The Supplier shall send to the Client in writing, the unique identifier code attributable to the genetically modified organisms contained in the Products, as well as all documents evidencing the presence of genetically modified organisms.
- 9.5 In case of a claim or complaint from its own clients (the end users) relating to the presence of genetically modified organisms in the Products, the Client reserves the right to ask for a guarantee from the Supplier, who remains liable for the consequences (whatever they may be) of the presence of the genetically modified organisms corresponding to the identifying code made known (or not as the case may be) to the Client in accordance with the paragraph above.
- 10. SAFETY AND DANGEROUS SUBSTANCES**
- 10.1 The Supplier warrants that the Products shall be produced in accordance with established professional practices and prudence, in compliance with environmental and health and safety regulations.
- 10.2 They shall be as safe as the Customer can legitimately expect them to be and shall not entail any risk to the environment or to health.
- 10.3 Pursuant to the regulations applicable to classified industrial installations called the "Seveso regulations", based on Council Directive 96/82/EC of 9 December 1996, the Supplier has taken all the necessary measures in order to ensure compliance with all safety rules at the Customer's site.
- 10.4 The Supplier shall provide the Customer with up-to-date information about risks to health and safety and the environment linked to the Products, as well as the conditions of use thereof.
- 10.5 The Supplier undertakes to deliver the Products to the Customer in compliance with the regulations that apply to dangerous substances and preparations.
- 10.6 In particular, the Supplier undertakes to deliver Products that are duly labelled, in French, with any accompanying operating instructions, safety precautions and data. Furthermore, it shall also inform the Customer of all precautions that it and/or its carrier must take as regards the transportation, handling and use of the Products.
- 10.7 Both Parties represent that they are fully aware of EC Regulation No 1907/2006 concerning the registration, evaluation and authorisation of chemicals ("REACH"), and their obligations pursuant to this regulation.
- 10.8 The Supplier shall implement all resources to comply with the REACH regulation depending on the Products that are being sold, excluding all the obligations which the Customer must specifically fulfil, in particular where it acts as distributor in a European Union Member State.
- 10.9 In any event, the Parties undertake to inform each other of any procedures they carry out with a view to complying with this regulation and shall assist each other where necessary.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 The Parties acknowledge that the Agreement they are entering into does not entail any transfer of ownership of any kind whatsoever of the Intellectual Property Rights that each of them holds.
- 11.2 In the event the Supplier becomes aware of a risk that the Customer's Intellectual Property Rights may be infringed, it undertakes to inform the Customer thereof as quickly as possible and to provide the support the Customer shall need in order to assist it to take the measures necessary to protect its rights that have been jeopardised.
- 11.3 Unless the Parties expressly agree otherwise, the Customer's Intellectual Property Rights may not be exploited in any way whatsoever (in particular making alterations, changing or merely using them) by the Supplier.
- 11.4 The Supplier agrees to refrain from using the Customer's name or any of the Customer's Intellectual Property Rights on advertising, promotional or any other kind of media without the prior written agreement of the Party that owns said right. However, this shall not prevent the Parties from referring to the fact that they are the buyer/supplier of the Products that are the subject hereof.
- 12. GUARANTEES AND LIABILITY**
- 12.1 The Supplier guarantees that (i) the Products shall meet the specifications of the order and shall comply with any provisions laid down in the order, (ii) the Products, the components thereof or the items forming the Products shall be free of faults and design, fitting and manufacturing defects and (iii) the Products shall operate continuously free from error (the "Guarantees").
- 12.2 In the event a lack of conformity arises at any time during the Guarantee Period as defined below, as regards one or more of the Product Guarantees, in whole or in part, the Customer may require the Supplier, at its expense, either to (a) repair, correct or replace said Products, to make them comply with the above-mentioned Guarantees, or to (b) deliver and install new Products that comply with the Guarantees and the provisions of the order. The term "Guarantee Period" as used herein shall mean a period of twenty-four (24) months as from the date the Products are delivered to the Customer.
- 12.3 If the Products do not comply with the Guarantees and if the Supplier fails to take the appropriate corrective measures provided for in Article 11.2 quickly in spite of a request by the Customer to do so, or if the defective Products need corrective measures to be taken urgently, the Customer may carry out, or arrange to have carried out, any corrective measure the Customer shall consider necessary, at the Supplier's risk and cost, after it has notified the Supplier of its intention to do so. The Supplier shall pay all reasonable costs incurred by the Customer relating to one of these corrective measures within thirty (30) calendar days of receipt of the Customer's invoice.
- 12.4 The Supplier shall be liable to the Customer and to any end-user for any personal injury or material damage, whether direct or indirect, and for losses and damage to the Customer's image due to any Product defects, whether visible or not at the time of delivery, a lack of conformity of the Products or any other contractual breach, fault or negligence by the Supplier.
- 12.5 For this purpose, the Supplier shall have proof that it has taken out an insurance policy with a solvent insurance company for its liability for at least twice the value of the order. At the Customer's request, it shall send the Customer a copy of this insurance policy.
- 12.6 Any clause to the contrary limiting the Supplier's liability shall be null and void.
- 13. CONFIDENTIAL INFORMATION**
- 13.1 Any Confidential Information disclosed by the Customer to the Supplier, in particular features, specifications, plans, know-how, formulae or designs that belong to it shall remain its exclusive property.

- 13.2 The Supplier undertakes to keep confidential and only to use [Confidential] Information provided by the Customer for the purposes of the Agreement. However, the concept of Confidential Information does not include information for which the Supplier can show that:
- (i) it was publicly known and in the public domain before it was disclosed by the Customer;
 - (ii) it became public and was made available after the disclosure to the Supplier if this disclosure was not due to the Supplier; or
 - (iii) it was in its possession and was not confidential when it was disclosed by the Customer and this can be shown in the Supplier's documents and files immediately prior to the time of disclosure.
- 13.3 The Supplier shall fulfil this confidentiality obligation throughout the term of the Agreement, then for five (5) years after its termination.
14. **NOTICES**
- Notices pursuant to this Agreement shall be sent in writing and may be:
- (i) hand delivered or sent by recorded delivery letter with advice of receipt, in which case notices shall be effective on the date they are received; or
 - (ii) sent by fax, in which case they shall be deemed to be effective on the date of transmission; or
 - (iii) sent by express courier known to deliver within 24 hours, in which case they shall be deemed to be effective two working days after collection by the courier.
15. **GENERAL PROVISIONS**
- 15.1 The contractual relationship created between the Parties may not be considered as creating any relationship of subordination or dependence between them. At no time may it be characterised as an agency agreement, an employment contract or a sub-contracting agreement.
- 15.2 Any amendment of these General Terms and Conditions of Purchase shall immediately apply to orders placed after the date of the amendment, subject to the Customer having been informed thereof beforehand.
- 15.3 The fact that one of the Parties does not require the other Party to fulfil one or more of the provisions hereof shall not be considered as a waiver of those provisions.
- 15.4 Any Affiliate of the Customer, as defined in Article 2 hereof, shall be authorised to act instead and in the place of the Customer for the purposes hereof. Furthermore, the Customer reserves the right to assign, convey, delegate or sub-contract its rights or obligations hereunder.
- 15.5 If the Supplier wishes to assign, convey, delegate or sub-contract one of its obligations, it must obtain the Customer's prior written agreement.
- 15.6 In the event any of the provisions hereof is deemed or held to be invalid or null and void by a court with jurisdiction, the clause or the part of the clause involved shall be replaced to the extent possible by a valid provision with the equivalent effect and the other provisions shall all remain in force and shall be interpreted so as to respect the original intentions of the Parties as expressed in these General Terms and Conditions of Purchase.
16. **GOVERNING LAW AND JURISDICTION**
- 16.1 These General Terms and Conditions of Purchase and the Agreement shall be governed by French law.
- 16.2 Any dispute relating hereto shall be referred to the Paris Commercial Court (Tribunal de commerce) which shall have jurisdiction even if there is more than one defendant or in the event of a joinder and notwithstanding any clauses to the contrary.