

<p style="text-align: center;"><b>GENERAL PURCHASE TERMS AND CONDITIONS APPLICABLES TO THE SUBSIDIARY OF THE INNOVISTA SENSORS™ GROUP IN THE FRENCH TERRITORY</b></p>
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**ARTICLE 1 GENERAL CONDITIONS**

These General Terms and Conditions of Purchase (hereinafter the "T&C's") are applicable as of January 1<sup>st</sup> 2016 for all of the purchases made between the subsidiaries of the InnoVista Sensors™ group (hereinafter the "Subsidiaries") and the suppliers and replace all previous general terms and conditions of purchase in place. The T&C's are written in different languages and attached to the purchase order. In the event of any conflict of interpretation, the version of the official language where the head office of the Subsidiary is located shall prevail.

**ARTICLE 2 ORDER**

2.1 The order means any request for products or services (hereinafter the "Supply(ies)") made by the Subsidiary with a supplier and refers to the content of the contractual document hereinafter called the "Order" or the "Purchase Order". Except if otherwise specified in a separate document agreed by the parties, the acknowledgement of receipt attached to the Purchase Order must be returned to the Subsidiary, duly signed within fourteen (14) calendar days of receipt of the Purchase Order, otherwise the Purchase Order will be considered, accepted. All rejection of the Purchase Order by the supplier must be notified to the Subsidiary by registered letter with acknowledgement of receipt before the expiration of the acceptance period.

2.2 The acceptance by the supplier of the Purchase Order involves his acceptance without reserve of these T&C's. However, the specific conditions of the Order shall prevail over these T&C's. It is specified that the purchase commitment of the Subsidiary (the validity of the purchase Order to the supplier) shall be determined by the supplier's full acceptance of these T&C's.

2.3 At any time during the fulfilment of the Order, the Subsidiary has the right to change the quantities, the date or the delivery place of the Supplies. These changes shall be subject to an amendment letter agreed between the Subsidiary and the supplier specifying, if it is necessary, the new lead time and the new economic conditions compared to the original Order.

**ARTICLE 3 DELIVERY DATES - ACCEPTANCE PROCESS**

3.1 The contractual delivery date means the date at which the Supplies have arrived and been unloaded at the delivery point, as specified in the Order, and accepted under the acceptance process. This date is mandatory and is an essential part of the Order. The Supply is delivered with all necessary documents for its identification, use, maintenance and servicing.

3.2 International shipments will be delivered in accordance with the INCOTERM specified in the special conditions applicable to the Order.

3.3 The "Acceptance" means the approval process and the visual control of the Supply by the Subsidiary at its premises an/or sub-contractors' premises in order to ensure that the Supply is in compliance with the Order. However, the purpose of this acceptance process is only to control the visible conformity and defects of the Supply, and shall not limit the Subsidiaries' rights to claim for any defect and/or conformity of the Supply.

3.4 Early deliveries or adjournments are only possible with prior written agreement of the Subsidiary.

## **ARTICLE 4 PACKAGING**

The Supply shall be properly and sufficiently packaged in suitable packing materials, and precautionary measures must be taken in order to protect them in all circumstances. The Supply shall be identified with reference to the Order. It is specified that the cost of the packaging is included in the Order's price. Unless otherwise stated, the packaging is not returnable. If the packaging is returnable it is at the supplier's costs.

## **ARTICLE 5 DELIVERY DATES/ DELAY**

5.1 Delivery dates are mandatory, critical and are of the essence that means an essential part of the Order. In the event of delay in delivery or transmission of the delivery's documents, the Subsidiary may apply penalties to the supplier equal to one (1)% of the Order's amount per calendar day of delay. Nevertheless and without prejudice to the right of claim for compensation or damages, the Subsidiary may terminate at all time, all or any part of the Order for reason of supplier fault as defined in article 20 of these T&C's.

5.2 The performance of the Subsidiary could be measured on a case by case basis subject to the specific conditions.

## **ARTICLE 6 SHIPMENT – TRANSFER OF TITLE**

Unless otherwise specified, transfer of risk shall take place only after the Acceptance by the Subsidiary at the delivery location. Notwithstanding any applicable law, the supplier expressly waives its right to use any clause related to retention of title.

## **ARTICLE 7 CONFORMITY – REJECTION**

7.1 The supplier is responsible for checking, certifying and guaranteeing that the Supplies, the packaging and the labelling are in compliance with the Order. Even in the case where any Subsidiary's employee controls the Supply, it shall not release the supplier from its compliance obligations.

7.2 Notwithstanding any right to claim for compensation or damages, the Subsidiary may refuse any partial delivery or over delivery with reference to the Order. This right to refuse the Order is also applicable to a noncompliant Supply or a noncompliant documentation required for identifying the Supply or notably tracking its origin. This right to refuse the Order may arise after one month following the Acceptance.

## **ARTICLE 8 WARRANTY**

8.1 Unless otherwise specified, the supplier guarantees the Subsidiary in particular against any defects in design, implementation or material, during a period of twenty four (24) months from the Acceptance. The supplier guarantees that the Supplies shall perform all services and functions for which the supplies are intended, and that the supplies shall comply with the specifications defined in the Order.

8.2 The supplier declares that the Supplies have been manufactured in accordance with the best quality criteria applied in the profession, and with the associated engineering practice. During the contractual period of guarantee specified in the paragraph here above, the supplier undertakes to replace or repair free of charge, as required by the Subsidiary, all or part of the Supplies found not compliant with the requirements of the Order. Moreover, the supplier undertakes to pay all associated costs to replace or repair the non-compliant Supplies, notably and without limitation, the transport or the delivery cost as

well as any loading/unloading operations. If the supplier does not act diligently, the Subsidiary will have the right to intervene or entrust a third party to intervene at the supplier's costs.

8.3 Every Supply, which is replaced, modified, repaired under this guaranteed, is warranted during another period of twenty four (24) months.

8.4 The supplier shall deliver all spare parts during a period of ten (10) years from the Acceptance.

#### **ARTICLE 9 SUPPLIER FAILURE**

9.1 In the event of the supplier being unable to meet the specification requirements of the agreed Order, the Subsidiary has a right to request reimbursement of any sums already paid to the supplier, and of all expenses incurred by reason of such default, without prejudice to the subsidiary's right to claim compensation or damages.

9.2 If the Supplier's failure makes the delivery impossible within the time limit, the Subsidiary has the right to entrust any third party for having delivered the Supply at Supplier's costs.

#### **ARTICLE 10 PRICES**

Unless otherwise specified, prices shall be firm, fixed, non-subject to escalation, all duties paid, and shall apply to Supplies delivered in accordance with the provisions of Article 3 hereof.

#### **ARTICLE 11 INVOICING – CREDIT NOTE**

11.1 All invoices shall be drawn up in two copies and sent to the Subsidiary at the address specified in the Order. Each invoice shall cover a single Order. Unless otherwise specified, invoices shall bear the following information:

- The ORDER No
- The DETAILED DESCRIPTION OF THE SUPPLY
- UNIT PRICE
- TOTAL AMOUNT PER LINE
- TOTAL AMOUNT OF THE INVOICE
- CURRENCY
- COUNTRY OF ORIGIN

11.2 Adjustments in the amounts of the invoices due to price litigations, quantity or other discrepancies will be made through credit notes requested by the Subsidiary. Upon receipt of the credit note by the Subsidiary, the invoice will be paid taking into account the deduction of the credit note. In the event of the non-receipt of the credit note within five (5) calendar days upon the request, the Subsidiary has the right to compensate the invoice in accordance with the provisions of the applicable law.

11.3 The Subsidiary has the right to suspend the payment of any invoice which is not complying with the provisions of the applicable law and/or the provisions of this article.

#### **ARTICLE 12 PAYMENT**

All invoices are payable in cash by bank transfer in accordance with the agreement made between the parties.

## **ARTICLE 13 TRANSFER OR SUBROGATION OF ORDER CLAIMS, RIGHTS AND/OR OBLIGATIONS**

The supplier agrees not to assign or transfer any rights and/or obligations ensuing from the order, in full or in part, without the Subsidiary's written agreement. Moreover the supplier agrees not to contract, modify or terminate a factoring agreement without prior agreement from the Subsidiary's accounting department. The supplier agrees not to subcontract without the Subsidiary's prior written agreement.

## **ARTICLE 14 LOANED TOOLING AND ARTICLES**

Tooling manufactured by the supplier, for total or part account of the Subsidiary, and articles, and tooling, made available to the supplier by the Subsidiary shall be used solely for the purpose of executing Orders from the Subsidiary. The supplier shall be responsible for keeping and maintaining such articles and tooling at its own expense and risk. The supplier shall take out all necessary insurance and provide proof thereof upon request of the Subsidiary. Such articles and tooling are and remain the property of the Subsidiary. If ownership Identity is not apparent on loaned tooling and articles, supplier shall mark these items with a permanent marking or plate indicating such ownership. The supplier must return or communicate the listing of such goods and tooling in good condition and at its costs upon request of the Subsidiary.

## **ARTICLE 15 INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS**

15.1 Every research, project, results as well as any related document, in particular, files, plans, technical notes, drawings, model, prototypes, ordered by the Subsidiary to the supplier are the subsidiary's exclusive ownership. The supplier agrees not to use these for its own account or for the account of any third party. If specific software is included in the Order, the supplier hereby agrees to transfer the exclusive rights to use, exploit and commercialize them to the Subsidiary. The supplier undertakes, upon the first request of the Subsidiary, to transmit to the Subsidiaries the source program and code of the software as well as the related documentation.

15.2 The supplier defends and holds the Subsidiary harmless against any lawsuit from third parties, based on intellectual property rights of the Supply and/or related to the goods and tooling mentioned here above. In the event of any lawsuit, the supplier undertakes to bear all costs related to such third party claim and in particular representation fees.

## **ARTICLE 16 CONFIDENTIALITY**

16.1 All information, whatever the nature, including but not limited to technical, commercial, financial or whatever medium, exchanged between the supplier and the Subsidiary, must be considered as confidential and used only for the execution of the Order.

16.2 The supplier and the Subsidiary undertake to keep this information confidential and to take all necessary measures to preserve the confidentiality in respect particularly of their permanent and temporary staff or any third parties who have access to the confidential information.

16.3 Therefore, the Supplier shall take all necessary measures to ensure that the specifications, formulas, drawings and plans relating to the Subsidiary Orders are not communicated or disclosed to third parties either by itself or by its agents, employees or subcontractors. Subsidiary

16.4 As soon as the Order has been completed or upon the first request of the Subsidiary, supplier and the Subsidiary undertake to return all related confidential documents to the other party immediately.

## **ARTICLE 17 PUBLICITY**

The supplier undertakes not to exhibit and/or publish components manufactured according to the Subsidiary drawings, models or specifications without the written authorization of the Subsidiary. Orders shall in no case or form whatever, give rise to direct or indirect publicity without written agreement of the Subsidiary.

## **ARTICLE 18 GOVERNMENT CONTRACTS**

Insofar as the Order is placed under a Government Contract awarded by the Government to the Subsidiary, the supplier acknowledges and accepts that all regulatory texts, Specifications and General Clauses and Conditions governing contracts placed by the Government with the Subsidiary will be incorporated by reference in the Order.

## **ARTICLE 19 INDUSTRIAL PARTICIPATION**

To the extent that the Subsidiary, under its prime contract with its own customer, is submitted to counterpart and/or offset obligations, supplier shall participate in said obligations in proportion to its own participation in the execution of said prime contract.

## **ARTICLE 20 TERMINATION CLAUSE**

20.1 The Subsidiary has a right to immediately terminate the Order or any part of it, without prejudice of any damages from the Subsidiary, in the event that the supplier fails to perform its obligations under the Order or these T&C's, and has failed to remedy such breach within eight (8) calendar days of a written demand by registered letter with acknowledgement of receipt.

20.2 In the event of a change in its strategy, the Subsidiary has a right to terminate all or part of the Order with written notice of one (1) month by registered letter with acknowledgement of receipt. As such, the Subsidiary undertakes to reimburse the supplier for the current delivery and the order manufacturing.

20.3 The Subsidiary has a right to terminate the Order without notice in the event that the supplier delivery is delayed more than one (1) week as a result of force majeure without prejudice of any damages from the supplier.

## **ARTICLE 21 APPLICABLE LAW**

21.1 The T&C's and the resulting Orders and contracts shall be governed by and interpreted in accordance with the law of the place of the Subsidiary's head office, to the exclusion of the provisions of the Vienna treaty of 11 April 1980 regarding the international sale of goods.

21.2 Any dispute relating to the T&C's or the resulting contract or the business relationship that the parties fail to resolve amicably, shall be finally settled by the Courts in the country of the Subsidiary's head office.

## **ARTICLE 22 SUSTAINABLE DEVELOPMENT**

22.1 The Subsidiary undertakes to abide by the OECD guidelines concerning sustainable development and the rules defined in ISO standard 14001, in particular those pertaining to environmental protection.

22.2 The supplier undertakes to comply to the European Directive RoHS 2011/65/EU focused on the limitation of hazardous substances in electrical and electronic components. The supplier undertakes to comply to the European Directive Reach n°1907/2006 focused on the registration, the evaluation and the authorization of chemical products. More generally the supplier shall systematically comply with the European laws and regulations, as well as with the laws and regulations of the country of delivery mentioned in the Order, relating to the restriction or forbidding of the use of certain Supplies or substances. The supplier shall indemnify and hold the Subsidiary harmless in front and against any losses, costs, expenses and damages of any nature whatsoever [Losses and Damages] suffered by the Subsidiary, including any Damages that may be awarded against the Subsidiary as the consequence of a claim from a third party, in connection with and/or arising from the presence in the Supply of hazardous or forbidden substances or products.

22.3 The supplier declares to be fully aware of the guidelines, rules, laws and regulations mentioned in points 22.1 and 22.2 above and undertakes to respect them and implement all the industrial and human resources necessary to ensure that the said guidelines, laws and regulations are properly applied. Moreover, the supplier undertakes to justify its obligation above, upon the request of the Subsidiary

22.4 The supplier further undertakes to make every effort to inform the Subsidiary of the existence in its Supplies and the origin of “conflict mineral” substances in accordance with the requirements of the US Dodd Franck Act of 2010 and/or other similar law.

#### **ARTICLE 23 PROCESS/PRODUCT CHANGE MANAGEMENT**

The supplier shall notify the Subsidiary in writing by registered letter any settlement to terminate the commercialization or any major change which includes all significant information system changes, process changes, Supply changes for key components, design changes, geographical relocation of manufacturing site, that affect the agreed specifications, the mechanical form or fit, the packaging, the environmental compatibility, the life, the reliability or the quality of the Supply. The supplier shall notify the Subsidiary in writing by registered letter with acknowledgement of receipt nine (9) months in advance of the end of the commercialization or the planned implementation date for such a major change. The Subsidiary may refuse any such major change. The supplier remains in any case fully accountable and responsible for any major change applied to the Supply delivered to the Subsidiary or its Assembly Subcontractors. In all cases, such changes will be at no cost for the Subsidiary. The supplier shall reimburse the Subsidiary of any costs incurred by the Subsidiary in connection with the Product and/or Component change qualification.

#### **ARTICLE 24 LIABILITY**

Subject to the applicable law, the supplier assumes full responsibility for all damages resulting from the supplier. Thereby, the supplier shall indemnify the Subsidiary, without any limitation of amount, for any damages that the supplier may cause during the contractual relationship and even in the absence of coverage by its insurance policies.

#### **ARTICLE 25 INSURANCE**

The supplier declares to hold suitable insurance policies covering all damage that may be caused to the Subsidiary and third parties as well as bodily injury that might result in the delivery of the Supplies. The supplier shall maintain the insurance policies or any other documents which will replace it for the complete duration of the Order. The supplier undertakes to provide, when requested by the Subsidiary or when there is a change of insurance policies, all the relevant certificates/documents.

## **ARTICLE 26 GENERAL CLAUSES**

26.1 In the event of cancellation of one of the non-essential provisions of the T&C's for any reason whatsoever, the remaining provisions will continue to apply.

26.2

The principles of responsibility constitute the base of the commitment of the InnoVista Sensors™ group to affirm its willingness to respect the laws and regulations of each country where the Group InnoVista Sensors™ intervenes and take into account the principles that support the Subsidiaries of the Group InnoVista Sensors™ (the "POR") and are available on request. The supplier undertakes to respect these POR

26.3

The supplier undertakes to transmit the information related to the origin of the Supply, either by a certificate of origin or a mention on the invoice, in accordance with the regulatory requirements in force or the express request of the Subsidiary. Certificate of origin means the certificates issued by the local authorities. In addition, any fine or penalty imposed by an administration that would result from a false indication of the origin of the Supply by the supplier will be systematically invoiced in full by the Subsidiary to the supplier.

### **CHINA :**

To complement the article above, it is stated

3.2 – the following clause is added:

*“3.2 – All shipments to China and from China shall be made DDP (incoterms 2010) to their destination, as indicated on the Order.”*

7.3 - The following article is added:

*“7.3 - The supplier will collect rejected supplies at its own costs and risks. Any rejected Supply will give rise to a credit note and shall be deemed as not delivered.”*

11.1 The following paragraph is added:

*“11.1 - The invoices are made monthly.”*

ARTICLE 12 – The present article 12 replaces ARTICLE 12 of the T&C as follows:

*“ARTICLE 12 – All invoices are payable cash by bank transfer 90 day net from the date of invoice.”*

### **FRANCE:**

To complement the article above, it is stated

3.2 – The following paragraph is added:

*“3.2 – All shipments to France and from mainland France shall be made free of charge to their destination, as indicated on the Order.”*

7.3 - The following article is added:

*“7.3 – Such Supplies will be returned by the Subsidiary to the supplier facility at supplier's costs and risks. Any rejected Supply will give rise to a credit note and shall be deemed as not delivered.”*

ARTICLE 12 – The present article 12 replaces ARTICLE 12 of the T&C as follows:

*“ARTICLE 12 – For the french supplier all invoice are payable by bank transfer forty-five (45) days end of month date of invoice.*

*For the following suppliers all invoices are payable by bank transfer thirty (30) days date of invoice the fifteenth (15<sup>th</sup>) of the following month.”*

11.1 - The following paragraph is added:

*“11.1 - Each invoice shall cover a single Order.”*

**ARTICLE 27 – The following clauses is added as follows:**

**“« ARTICLE 27 - CLAUSE DE SAUVEGARDE**

*In the accordance with the applicable law against illegal or undeclared work, the supplier shall fulfill its obligations to declare and pay social security contributions.*

*As such, the supplier undertakes to forward to the Subsidiary eight (8) working days after the acceptance of the Order, then every six (6) months until the end of the business relationship:*

*- vigilance certificate (or equivalent) not older than six (6) months from the URSSAF or Caisses Générales de Sécurité Sociale (CGSS) or Caisse du Régime Sociale des Indépendants (RSI) or Mutuelle Sociale Agricole (MSA) or equivalent.*

*- One of the three following documents not older than three (3) months: an excerpt of supplier registration to the companies register (Kbis or equivalent), or an identification card which prove the supplier registration to the "répertoire des métiers", or a receipt from a center of business formalities which prove the current registration of the supplier.”*