

GENERAL CONDITIONS OF PURCHASE

These General Conditions of Purchase apply to all the components of the off-grid solar streetlights (hereinafter referred to as the "Products") purchased by FONROCHE LIGHTING (hereinafter "FL") from its SUPPLIERS. **These general conditions of purchase are systematically appended to the Purchase Orders that are sent to the SUPPLIER of the Products.** Consequently, the acceptance of any Purchase Order entails automatic and unreserved acceptance by the SUPPLIER of these general conditions, to the exclusion of all others, without prejudice, however, to any specific conditions that may have been agreed between the SUPPLIER and FL in a separate Contract.

1. Product

The Products must comply strictly with the Technical Definitions (including the General Specifications, the Blueprints and any other technical documentation provided by FL, as well as any document that specifies a particular requirement with regard to the product) that are notified by FL, at the latest when the order is placed. No modifications of any kind whatsoever can be made to the Product without FL's prior written agreement. Otherwise, FL reserves the right to apply the return procedure set out in Article 6 of these general conditions of purchase.

2. Consummation of the sale

The sale is deemed to have been consummated when the approved Purchase Order is returned in writing.

The SUPPLIER is required to acknowledge receipt of the order within five business days. Any additional response time may be deducted from the delivery time.

Any partial fulfilment of an order shall constitute tacit acceptance of these general conditions of purchase.

3. Prohibition on assigning orders

The SUPPLIER undertakes to fulfil the Order placed by FL itself, and cannot under any circumstances assign all or part of an Order directly or indirectly, for consideration or free of charge. The SUPPLIER cannot sub-contract its services under any circumstances without FL's prior written agreement.

4. Carriage

4.1. Delivery

Except as otherwise stated in the Purchase Order, carriage shall be deemed to be provided at the SUPPLIER's expense. The SUPPLIER is under a strict obligation to comply with the delivery time stipulated in the Purchase Order. If the carriage costs provided for in the Specific Conditions are exceeded, the SUPPLIER shall pay for said excess. The SUPPLIER must comply with the delivery site's access rules, and in particular its opening times. If not, any claim by the SUPPLIER, in particular on the ground of a wasted journey, shall be deemed to be inadmissible.

All deliveries presuppose the issuance of a Delivery Note, which must state:

- The identity of the SUPPLIER.
- The FL item reference and a description of the Products.
- The Product quantity.
- The revision index of the FL item.
- The batch number.
- The Purchase Order number.

4.2. Transfer of title and transfer of risk

The title and risk shall be transferred according to the Incoterm chosen jointly by the Parties in the Purchase Order.

4.3. Failure to comply with time-limits

All additional time-limits that were not agreed by the Parties in order to release the SUPPLIER from its initial time-limit obligation shall be regarded as wrongful.

In the event of failure to comply with a time-limit, indemnities for late performance shall be owed as of right and with no prior formal notice, at a rate of 0.5% of the amount exclusive of tax of the order per calendar day of overrun. The indemnities do not entail discharge or preclude FL from claiming any damages to which it is entitled.

The time-limits used to calculate the indemnities for late performance shall start to run from the day after the date:

- Of delivery provided for in the Purchase Order when the SUPPLIER is responsible for carriage.
- On which the Products are made available to the carrier when FL pays for the carriage.

The indemnities shall apply to the entirety of the order, even if partial deliveries were made or Product discounts were applied.

In the event that the delay exceeds 14 calendar days, FONROCHE may cancel the order.

The fact that FL does not avail itself of this clause cannot be construed as a waiver by it of the benefit of the late performance indemnities, which shall remain due until the end of the contractual relationship.

4.4. Marking

The SUPPLIER must mark the following information indelibly on one (1) side of the package. Said information must include:

- The identity of the SUPPLIER.
- The FL item reference and a description of the Products.
- The Product quantity.
- The revision index of the FL item.
- The batch number.
- The Purchase Order number.

4.5. Refusal of delivery

All Products that arrive on the delivery site and that are non-compliant in one or more ways or that are damaged may be refused. In this case, the Products shall be deemed to be undelivered.

5. Packaging

The packaging must be adapted to the nature of the goods and to the type of carriage requested. The SUPPLIER undertakes to take all steps to ensure that the equipment is suitably protected against all damage during carriage (including during loading and unloading), and protected against exposure to the elements and to humidity.

Special forms of protection may be agreed under specific conditions.

The SUPPLIER undertakes to compensate in full all damage that results from a packaging flaw.

6. Return Procedure

In the event that a Product does not comply with the Technical Definitions, as set forth in Article 1, FL reserves the possibility of returning the non-compliant Products, following notification, within ten (10) business days following delivery. Said contestation shall remain an option even if no comments were noted on the Delivery Note.

The return costs and organisation shall be charged to and the responsibility of the SUPPLIER, which shall have five (5) business days in which to collect the non-compliant Products.

FL also reserves the right, in response to instances of non-compliance, to request the replacement or refurbishment of the Products, to produce or arrange for the production of these replacements by a third party of its choice at the SUPPLIER's exclusive expense or, in the last resort, to cancel the Order.

7. Customs formalities

The SUPPLIER, in the capacity of Exporter, undertakes to carry out the formalities in connection with the shipping of the Products and to provide FL, in the capacity of importer, with all the information and supporting documents required by the administrations and customs authorities, and, in particular but not limited to, the certificate of origin.

The SUPPLIER shall be required to indemnify FL for any direct or indirect damage that results from a breach of one of its aforementioned obligations.

8. Warranty

The SUPPLIER undertakes to deliver a Product to FL that complies with the Technical Definition, the Quality Plan, and with the Regulations in force.

The SUPPLIER shall hold FL harmless from all latent or apparent defects and undertakes in this regard to comply strictly with the warranty conditions of solidity, appearance, correct functioning and, as applicable, performance, as stated in the specific conditions.

Unless there is information to the contrary in the specific conditions, for the duration of the warranty, the SUPPLIER shall pay all the costs of parts and labour it needs to incur in order to bring the Products into compliance with the aforementioned commitments.

9. Price

9.1 Listed prices

The Products shall be invoiced at the listed prices stated in the Purchase Order. The SUPPLIER acknowledges that it is fully aware of said listed prices and declares that it approves them.

9.2 Conditions of payment of the price

Except as otherwise provided for in the specific conditions, it is agreed between the Parties that the payment shall be made within sixty (60) days of the end of the month in which the invoice was issued.

9.3 Invoicing

The invoices must be sent to FL by the SUPPLIER in accordance with the Purchase Order, subject to complete fulfilment by the SUPPLIER of its obligations concerning the Order. The invoices must, in particular, contain the following information:

- The number that is specific to the invoice and its date.
- All of the references shown on our Purchase Orders, in particular the number, the date, the author and the Incoterm of the Purchase Order, as well as all the other information required by Article 31 of Order no. 86-1243 of 1 December 1986.

10. Intellectual property

The SUPPLIER represents that it holds all the authorisations that are necessary for the commercialisation of the Products. It certifies that said Products do not infringe any third-party rights, and in particular any intellectual property rights, and warrants in this respect to FL, throughout the term of use of the Products, that FL shall have peaceful enjoyment of the item sold.

In this respect, the SUPPLIER undertakes to indemnify FONROCHE for the expenses and adverse decisions caused by any proceedings initiated against it by third parties on the basis of the breach of intellectual property rights that are intrinsic to the Products.

11. Responsibility of the SUPPLIER

The SUPPLIER must indemnify FL, both during and after the fulfilment of the Order, for all damage, whether physical or non-physical, that is suffered as a result of partial or total non-fulfilment or incorrect fulfilment of the Order, for all loss or harm, whether physical and non-physical, as well as in the event of death and for all bodily injuries caused by the SUPPLIER.

The SUPPLIER's liability includes that of its sub-contractors, its sub-contracted carriers, its representatives and agents. The aforementioned indemnification includes, as applicable, all costs and adverse decisions in the event of proceedings. The SUPPLIER's personnel shall at all times be recognised as representatives of the SUPPLIER and shall remain placed under its administrative and supervisory control.

12. Insurance

The Supplier represents that it is the holder of insurance policies that cover its civil and professional liability in respect of its obligations defined in these Conditions, as well as in the Specific Conditions, and that cover the financial consequences of bodily injuries, physical and non-physical damage caused to third parties and to FL, through its own doing or by its Products.

These policies shall be taken out for appropriate amounts, in light of the contents of the Order. The SUPPLIER shall, at FL's first request, provide insurance certificates in its name that prove the coverage of the corresponding risks. Said certificates shall state the amount and the extent of the types of coverage, as well as their period of validity, and shall also state that the premiums pertaining thereto have been paid.

The SUPPLIER may be required to provide FL with an insurance certificate that states the coverage of the risks mentioned above, following an express request as stipulated in the Specific Conditions.

13. Force majeure

The fulfilment of the obligations that result from these Conditions, as well as from the Specific Conditions, shall be suspended if a force majeure event occurs.

Any unavoidable, unforeseeable event that is intrinsic to the Parties, which corresponds to Article 1218 of the French Civil Code and its case law applications, shall be deemed to be a case of force majeure.

None of the Parties may be held liable for any breach whatsoever of the obligations by which it is bound pursuant to these General Conditions as from the time that the fulfilment thereof is delayed, hindered or prevented by a case of force majeure. The party that does not fulfil its obligations due to a case of force majeure must inform the other party thereof by registered letter with return receipt the day after the date on which it became aware thereof. The notification must specify the circumstances that make up the case of force majeure and the impact thereof on the obligation, fulfilment of which is delayed, hindered or prevented.

The SUPPLIER is required to comply with all the obligations contained in these General Conditions, as well as in the Specific Conditions, as soon as it has been confirmed that the force majeure has ceased.

14. Declaration by the Parties concerning their capacity

The SUPPLIER, FL and, as applicable, their representatives, certify that nothing can limit their capacity to fulfil the commitments they make in these general conditions of purchase and represent, in particular:

- that they have not suspended their payments and are not undergoing court-ordered reorganisation or liquidation;
- that they are not concerned by any of the provisions of Law no. 2005-845 of 26 July 2005 concerning the protection of ailing businesses;
- that they are not concerned by any application for annulment or winding-up;
- that their civil status and their attributes are accurate;
- and that the information that identifies their share capital, registered office, registration number and corporate name, is accurate.

15. Declaration of mutual independence

The Parties represent and acknowledge that they shall remain, throughout the duration of the contractual relationship, independent commercial and business partners, with each assuming the risks of its own activity.

Each Party is acting exclusively in its own name and in its own right in a non-subordinated manner and shall refrain from representing the other Party legally and/or in any form of agency agreement whatsoever.

16. Miscellaneous provisions

Solely the General Conditions, as completed by the Specific Conditions, express the entirety of the Parties' agreement concerning the subject matter thereof. They cancel and supersede all prior agreements, conventions, documents, commitments or declarations, whether written or oral, that were made or exchanged between the Parties regarding the same subject matter.

In the event that a provision of the General Conditions is found to be invalid or inapplicable, the validity of the other provisions of these Conditions shall not be affected thereby and the Parties undertake to amend said provision in accordance with the applicable law and in keeping with the purpose and the general equilibrium of the contractual relationship.

17. Confidentiality

FL shall retain all the intellectual property rights to its projects, studies, samples and documents of all types, which cannot be copied, disclosed or executed without its prior written authorisation, and must be returned to it at its first request.

Throughout the duration of its contractual relations with FL and for five (5) years following the expiration thereof, the SUPPLIER undertakes to ensure that all the information exchanged:

- Is protected and kept strictly confidential, with the necessary degree of precaution and protection;
- Is only disclosed internally solely to those members or agents of its personnel who need to know it and is only used by them for communication concerning the fulfilment of the Order, with all other disclosure being prohibited;
- Is not used, in whole or in part, for any purpose and under any conditions other than those defined by the Specific Conditions, without the prior written consent of the Party that disclosed it.

With regard to its personnel, the SUPPLIER shall take all requisite steps to ensure compliance with this confidentiality obligation, under its responsibility.

This clause shall apply, in particular, but not solely, to technical information and to information concerning FL's commercial strategy, FL's financial information, and information concerning FL's commercial and technical development, as well as its organisation, which may have been brought to the attention of the SUPPLIER.

Any samples provided must not be altered or reformulated in any way and must not be analysed with a view to reproducing them unduly.

18. Cancellation

In the event of total or partial non-fulfilment of the SUPPLIER's obligations, FL reserves the right, at any time, to cancel all or part of the order. Cancellation shall take place following formal notice sent to the SUPPLIER by registered letter with return receipt that has remained without effect for one (1) month.

Said cancellation shall not preclude FL claiming any damages to which it may be entitled. The Order may also be cancelled in the event of the SUPPLIER being placed in court-ordered reorganisation or liquidation.

19. Applicable law and dispute resolution

These Conditions are governed by French law, to the exclusion of all other foreign legislation.

In the event of a dispute over the formation, the construction and/or the fulfilment of the order, the Agen courts shall alone have jurisdiction, to the exclusion of all other courts.