

ALGAIA SA GENERAL TERMS & CONDITIONS OF PURCHASE

DEFINITIONS:

“ALGAIA”: ALGAIA SA

“Contract”: a written agreement between ALGAIA and the Supplier whereby the Supplier agrees to supply Products to ALGAIA and ALGAIA agrees to purchase the Products from the Supplier; the Contract consists of the elements specified in the Preamble below.

“Products”: any product, good, raw material, including associated documents and services, which the Supplier shall supply to ALGAIA and which ALGAIA shall purchase from the Supplier pursuant to the Contract including any Purchase Order.

“Purchase Order”: any purchase order made by ALGAIA to the Supplier under the Contract.

“Supplier”: the person, company or other legal entity that is bound to perform the Contract.

“Specifications”: all specifications relating to the Products and/or descriptions of the Products, as mentioned in the Contract including in any Purchase Order or as otherwise agreed by the parties.

PREAMBLE: ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN: Unless otherwise expressly agreed by ALGAIA SA, the present general terms and conditions of purchase (“GTCP”) apply to all Products ordered by ALGAIA and supersede the general conditions of sale or any other document produced by the Supplier, even issued subsequent to the order and comprising opposing or incompatible provisions. The GTCP form a part of the purchasing contract by which ALGAIA accepts to buy and the Supplier accepts to sell goods or services (the “Contract”). The Contract will be constituted of the following elements by decreasing order of importance: (1) the Purchase Order ;(2) the Specifications; (3°) the body of the Contract; and (4°) the GTCP.

1. PRODUCTS: The GTCP are applicable to every purchase of Products, The Products should be delivered pursuant to the Contract, in compliance with the legislation in force within the destination country.

Are deemed compliant all Products that fully comply with the Contract , delivered with all necessary accessories, including test or conformity certificates, description, etc., whether or not stipulated in the Purchase Order , though enabling its proper use, each one drawn up in French or in English. The Supplier shall refrain from making any modification to the composition, features or the production method of the goods, without having first obtained written approval from ALGAIA.

2. ACCEPTANCE AND CANCELLATION: ALGAIA is at all times entitled to cancel a Purchase Order until it has received a signed, accepted copy of the relevant Purchase Order from the Supplier. Once a Purchase Order has been so confirmed by the Supplier ALGAIA shall still be entitled to cancel the relevant Purchase Order in writing at least 10 working days before the agreed delivery date of the products. Any activities performed or Products supplied by the Supplier without having received a Purchase Order from ALGAIA shall be for the Seller's own risk and account.

3. INSPECTION: ALGAIA reserves the right to request inspection of the goods on the Supplier's premises and/or on those of its subcontractor, and to request execution of all regular tests in its presence, the cost of which being included in the overall price.

All Suppliers and approved sub-contractors should grant ALGAIA and its representative's free access to their establishments during working hours. They should provide the necessary means to verify compliance with the Contract requirements and to control the tests carried out.

4. PACKAGING: In all cases, packaging shall conform to the constraints of the chosen means of transport and shall take into account the peculiarity of the Products and/or the storage conditions.

Should packaging be subject to special conditions, such as stated in the Purchase Order, the Supplier shall take full responsibility thereof, having the right, upon informing ALGAIA, to modify it and improve as necessary, in order to ensure safe transportation of the Products.

5. DELIVERY AND CARRIAGE: The delivery dates and time constitute essential terms without which ALGAIA would not have contracted with the Supplier. Failure by the Supplier to meet a stipulated delivery date or time shall result in the Supplier being liable vis-à-vis ALGAIA for the payment of any costs, damages, penalties or liquidated damages that may be imposed upon ALGAIA by its suppliers or customers as a result of such failure,. Without prejudice to ALGAIA's rights in case of late delivery, the Supplier shall inform ALGAIA in writing of any potential delay as soon as it becomes aware of. The Products delivered by the Supplier must be compliant with all Specifications stated in the Contract, as well as with the rules and regulations in force within the destination country. Signature of a confirmation of receipt or delivery or payment of any of the Supplier's invoices shall under no circumstances constitute a waiver of any claim related to the Products or the Products' delivery.

An advice note for despatch shall be sent to the person having placed the Purchase Order. A despatch note, on which are printed ALGAIA's Purchase Order references and number, will be placed inside the packaging.

Any Products delivered void of any marking, or any required document missing, Products may be returned, the carriage to be paid by the final recipient.

7. INVOICING: Upon completion of the delivery, three (3) separate copies of each invoice shall be issued, unless otherwise stated in the Purchase Order, bearing all indications provided in Article L. 441-3 of the French Code of Commerce [*Code de Commerce*].

ALGAIA SA GENERAL TERMS & CONDITIONS OF PURCHASE

Mention should also be made of all references stated on the Purchase Order form. Any invoice failing to comply with such requirements or with the legislation in force shall be returned.

8. TRANSFER OF OWNERSHIP AND RISKS:

The ownership of the Products shall transfer to ALGAIA on delivery. Any retention of ownership clause shall be without effect.

Unless otherwise indicated in the Contract: (i) for domestic deliveries, the Supplier shall bear all risk and liability associated with the Products until their delivery to the location specified in the Contract; (ii) for cross-border deliveries, delivery shall be made either on FOB, CIF or DDP basis (Incoterms ICC 2010) - applicable Incoterm and delivery location being specified in the Contract.

9. PAYMENT TERMS: Prices, invoicing and payment terms are stipulated in the body of the Contract and/or the Purchase Order. Unless otherwise agreed in the Contract or Purchase Order, all prices stated are fixed and shall include all costs including transport, insurance, packaging, etc. In the case of breach of Contract by the Supplier as regards to a Purchase Order, ALGAIA shall be entitled to suspend the payment related thereto.

10. PENALTIES - TERMINATION: The Supplier shall indemnify and hold ALGAIA harmless from all claims by third parties arising out of, the Products and/or related services, including for death, personal injury or costs or damages arising out of, or in connection with flawed Products, regardless of whether the Products have been (further) processed or used in end products.

The Supplier shall also be liable for all types of damage or loss suffered by ALGAIA as a result of a breach or non-performance by the Supplier or any of its sub-contractors of the Supplier's obligations under the Contract.

In case of a breach or non-performance of the Contract by the Supplier, ALGAIA will notify the Supplier in writing of such a breach and unless the breach is remedied by the Supplier within 15 days of the notification receipt, ALGAIA may either terminate the Contract without further delay, or request a third party to carry out the Supplier's obligations, at the Supplier's costs. In such a case, ALGAIA shall immediately inform the Supplier. In the event of a termination for whatever reason, the Supplier shall immediately refund ALGAIA all advance payments.

12. WARRANTY: In addition to the legal warranties, whether express or implied, the Supplier shall guarantee: (i) the conformity of the Products (including, where applicable, its packaging and the services possibly related thereto) to the stipulations of the Contract and to any potential samples; (ii) that the goods are safe and sound for consumers, and conform to the use for which they are destined; (iii) the Products are free of defects; and (iv) the conformity of the Products with the rules and regulations in force in the country of destination for the Products .

If the delivered Products do not comply with one or more of the above warranties, then, without prejudice to ALGAIA's other rights under applicable laws or under the Contract, and upon ALGAIA's first request and at ALGAIA's sole option, the Supplier shall replace or repair the Products as necessary to make them compliant with the warranties. The Supplier shall bear all costs of repair, replacement or additional services, including travel and transportation costs.

13. OUTSOURCING ASSIGNMENT OF CONTRACT: Supplier shall not subcontract, transfer or assign any of its rights or obligations under the Contract without ALGAIA's prior written consent. Any approved subcontracting, transfer or assignment shall not release the Supplier from its obligations under the Contract.

14. INSURANCE: All goods ordered and remaining on the Supplier's premises are deemed as under the Supplier's responsibility and covered by its own insurance. The goods being transported and delivered at the Supplier's own risk, the latter shall take out insurance cover for all risks amounting to the value of the order and for any consequences sustained by ALGAIA or its clients due to damages to the Products. Hence, the Supplier shall, throughout the term of the Contract and for one year after its expiry, take out and renew an insurance policy with a first-class insurance company, for the purpose of covering all damages possibly affecting ALGAIA due to action or omission of the Supplier, this covering the Supplier's overall third-party liability as well as that of the defaulting Products, for a minimum of three (3) million Euros (or the equivalent in the local currency) per event and per year. Any company entrusted work on the ALGAIA worksites, or any Supplier of equipment or services, should be adequately insured against all financial consequences of third-party liability, and further should be insured against any recourse or legal action instigated by ALGAIA pursuant to Articles 1792 and 2270 of the French Civil Code in light of the Products delivered or services provided. Copies of the insurance policies taken out, as well as proof of payment of all premiums, should be transmitted to ALGAIA on request.

15. INDUSTRIAL PROPERTY AND CONFIDENTIALITY: The Supplier shall, without limitation in time, keep confidential all information related to ALGAIA's production processes, Products' formulations and specifications, technical and commercial documents and, more generally, all information to which it may have access during the performance of the Contract, only using such information for the purposes of fulfilling its obligations.

The Supplier shall be responsible for failure by its staff and/or sub-contractors to observe the present confidentiality obligation. For any supplies implicating the use of patented processes or apparatus, trademarks, designs or copyrights, and more generally, for any element entitled to protection under industrial property laws, the Supplier shall guarantee ALGAIA against, (i) any financial or other consequences due to such use, as well as (ii) against any claim from the potential owners of such industrial property rights on the other.

ALGAIA SA GENERAL TERMS & CONDITIONS OF PURCHASE

16. SUPPLIER'S ADDITIONNAL OBLIGATIONS: In all events, the Supplier shall do its utmost to produce Products in full conformity with applicable laws and Specifications. Being an expert in the field of its activities, all obligations of the Supplier under the Contract qualify as an obligation to achieve a certain result ("*obligation de résultat*") under the interpretation of French law.

The Supplier, as a professional, shall at all times properly advise ALGAIA and meet its expectations, and shall always comply with the Specifications. Any advice or notice given by ALGAIA to the Supplier shall not release the Supplier from its responsibility and liability under the Contract.

17. GUIDELINES AND SUPPLIERS' CODE OF CONDUCT: The Supplier shall comply, and ensure compliance by all staff and sub-contractors, with the principles stated in ALGAIA's Guiding Principles and Supplier Code of Conduct, stated hereunder.

In the case of breach by the Supplier or by one of its staff members or sub-contractors of the Guiding Principles or Supplier Code of Conduct, the Supplier shall provide satisfactory explanations to ALGAIA, as well as a corrective action plan and time lines enabling to remedy the breach. In the case of non-compliance with the action plan and/or time lines, or in the case of subsequent breach by the Supplier, ALGAIA shall be entitled, without prejudice to any other of its rights, to cancel its Purchase Orders and/or terminate the Contract due to exclusive wrongful misconduct by the Supplier.

SUPPLIER CODE OF CONDUCT:

ALGAIA expect its Suppliers to conduct business responsibly, with integrity, ethics, transparency, including treating employees in a manner that is dignified and respectful, and treating the communities in which they do business in a socially and environmentally responsible manner. Accordingly, ALGAIA expects its Suppliers, at a minimum, to adhere to the following code of conduct ("Supplier Code"). A Supplier's failure to comply with the Supplier Code may jeopardize ALGAIA's willingness to source product from such

Supplier.

Suppliers shall:

- (1) Comply with applicable laws and regulations in the locations where it operates, including licensing, environmental and human rights laws.
- (2) Compete fairly for ALGAIA's business, without any illegal or improper inducements or advantages.
- (3) Not employ or benefit from child or compulsory labor.
- (4) Comply with applicable employment laws, rules and regulations, including those related to wages, work hours, employee benefits, employee and contractor safety and anti-discrimination.
- (5) Use quality audit processes, including, if applicable, adequate food safety control plans.
- (6) Maintain the confidentiality of ALGAIA's trade secrets and other confidential information.
- (7) Keep financial books and records in accordance with applicable legal, regulatory and fiscal requirements and generally accepted accounting practices.
- (8) Adequately insure and reserve for its risks and exposures.
- (9) Honor its contractual commitments and obligations.

17. COMPETENT COURTS: For any dispute pertaining to the Contract, all attempts for an amicable settlement having failed, the courts of France shall be solely competent. The Contract is governed by French Law. The application of the Vienna Convention on the International Sale of Goods is hereby expressly excluded.

SIGNATURE:

NAME OF THE COMPANY:

NAME OF THE SIGNATORY:

TITLE:

DATE: