

# UKAD: GENERAL PURCHASING CONDITIONS

## 1. GENERAL

### 1.1. Acceptance of the general purchasing conditions

Any supplier who accepts an order agrees de facto to all the general purchasing conditions including its appendix "environment, health and safety". All provisions to the contrary are mentioned on the back of this document.

This acceptance involves the supplier's full and unconditional waiver of its general sales conditions assuming that this English version is only valid for information as the French version is the legal official one.

### 1.2. Confidentiality

The supplier agrees to treat as confidential both the outcomes of the orders and any information that it may have been given unless they have prior written agreement. It also agrees not to record the name of our Company on its "customer" reference lists. It follows that no visits to or photographs of equipment on our premises are allowed.

### 1.3. Sub-contracting

The supplier agrees to refrain from subcontracting out any or part of an order unless they have prior written agreement. Subcontracting-related liabilities shall be borne by the supplier for any work it has carried out or that it has entrusted to a third party. Drawings and other documents, as well as the models and tools entrusted to the supplier for the execution of the order, shall remain the property of our Company and shall be returned to us, without having been copied, on completion of the relevant order.

Non-acceptance of a proposed subcontractor shall not, however, lead to any price change. UKAD reserves the right to audit compliance per requirements the Supplier and sub-suppliers either alone with its customers, or a Third Party, or Regulatory authorities. To do this the Supplier agrees to allow free access to documentation and the locations where all activities to execute UKAD purchase orders take place. In all cases, the supplier shall remain fully liable for proper contract performance.

### 1.4. References

Any order-related document shall be sent to the issuing establishment giving full references for the business transacted.

### 1.5. Standards

The supplies shall comply with French standards and law and with company standards, in particular, with respect to their technical aspects and issues involving hygiene and safety.

### 1.6. Insurance policies

The supplier shall hold an insurance policy that covers any damage relating to contract performance that may arise with respect to persons or property. This insurance policy shall have been taken out with a known creditworthy insurance company and the supplier shall, at any time, be able to submit evidence for this insurance policy and for the payment of its premiums.

## 2. ORDER ACKNOWLEDGEMENT OF RECEIPT

Any acknowledgement of receipt shall be returned to us within 48 hours, dated and stamped with the supplier's business seal as well as being signed by an authorised person. Non-compliance with these conditions involves the supplier's full and unconditional adherence to all the terms of our order.

## 3. ORDER ACCEPTANCE

### 3.1. Transport

Products relating to the order shall travel at the supplier's cost, risk and peril.

### 3.2. Delivery

All deliveries shall be accompanied by a delivery slip, in duplicate, on the supplier's letterhead. The delivery slip shall be dated, show the order reference and give the supply delivery details. For deliveries of raw materials, the analysis certificates shall be in our possession no later than the arrival of our supplies.

### 3.3. Acceptance

Goods are deemed delivered solely as from their actual date of acceptance in our plants; this shall be the sole date used to determine delivery times and payment due dates. All goods sent to us are recognised as weight and grade in our plants and paid for as such; in particular, the weighing performed with our weighing machines is deemed final.

## 4. DELIVERY

### 4.1. Delivery times

Compliance with the delivery dates shown on the order is mandatory. Consequently, any early or late delivery may be refused ipso facto and be read as a cancellation of the order without prejudice to any consequential damages that may be claimed accordingly. Any delivery made earlier than the time specified on the order shall be deemed as having been received on the agreed date and payment shall be deferred by as much.

### 4.2. Penalties for delay

Should deliveries fail to comply with the times agreed upon without our Company's prior written agreement, compensation equal to 1% of the delivery amount per day of delay shall be charged at the time of payment. This compensation is limited to 10% of the delivery amount with a minimum charge of 2% if the amount is less than 100 euros ex. taxes. However, a waiting time of five days shall be granted to the defaulting supplier.

## 5. PRICE

Prices are understood to be ex. taxes, fixed, final and non-negotiable.

## 6. PAYMENT TERMS AND INVOICES

Payments are made at 30 days' date, end of the month, the 15<sup>th</sup> of the month following the issue of the invoice, by promissory note. Invoices, in duplicate, shall carry the order number and references. Only one single order reference per invoice shall be accepted. We shall receive invoices no later than the 25<sup>th</sup> of the month in which delivery is made, this meaning acceptance on our premises. Any invoice received by us after this date shall be deemed as having been received the following month and shall thus be carried forward to the following due date.

When payment is to be made in several instalments, each instalment shall be subject to an invoice.

## 7. TRANSFER OF OWNERSHIP

Unless otherwise stated in the order's special conditions, transfer of ownership and risks shall take effect as from the duly recognised acceptance date and upon full payment of the price.

The methods used for delivery and risk transfer shall comply with the selected incoterm (CCI-PARIS 2010 publications). The supplier expressly agrees to provide us with the guarantee that the supplies ordered and delivered are not subject to any patent or licence that may be contested against us. It guarantees the free use and sale of these supplies, both in France and abroad.

## 8. NON-COMPLIANCE

Any non-compliant supply shall be rejected and made available to the supplier. It shall be replaced within a time limit set by us. Our Company reserves the right to cancel the order under the terms of the resolatory clause below.

## 9. WARRANTY

The supply is covered by warranty against all faults or latent defects. The supplier shall be held responsible for making good any financial consequence arising from its public liability, where and when an action may be brought against our Company relating to physical injury, damage to property or moral prejudice caused by the former's supplies. The contractual warranty shall be set for a minimum of one year.

## 10. REACH

### 10.1

The supplier warrants that it complies with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 ("REACH"), and namely:

(i) that the Substances contained in or composing the products sold under this Agreement have been or will be Pre-registered, Registered or, as the case may be, have been or will be the subject of an Authorization Request, by itself, its Only Representative (if any), or by any Manufacturer, Only Representative or Importer involved upstream in the supply chain, within the required time periods and for the Client's Uses,

(ii) that it shall provide the client with all the safety data sheets in accordance with the provisions of Article 31 of REACH or, if such safety data sheets are not required, with all the information referred to in Article 32 or 33 of REACH,

(iii) or, if it is established outside the European Community and no Only Representative has been appointed by it or any other non-European manufacturer involved upstream in the supply chain, that it shall cooperate with the client and provide it with any useful information to enable the client to comply with REACH.

### 10.2

Notwithstanding any contrary clause contained in the supplier's general sales conditions or in any other commercial document, the supplier undertakes to hold the client harmless for any loss incurred (i) due to a breach of the warranties given above in Article 10.1 and (ii) due to any claim or action brought by a third party for compensation of any harm incurred by the latter and arising from the supplier's breach of the warranties given above in Article 10.1.

### 10.3

In addition, and without prejudice to the damages it may be entitled to obtain under Article 10.2 above, the client may terminate the agreement automatically and cancel any outstanding unfilled orders, without indemnities for the supplier.

The capitalized terms referred to above shall have the meaning ascribed to them by REACH.

## 11. SPECIAL CONDITIONS FACED WITH RADIOACTIVITY

### 11.1

At the delivery of the products, the supplier undertakes that freight loads must not contain any sealed material and should be free from any level of radioactivity higher than the norm: the discharge measured in any part of the freight should not be significantly higher than the average fluctuation of radioactive levels in the environment measured in the same place without the presence of the freight.

### 11.2

In case of detection of any sealed material or r level of radioactivity higher than the norm at the delivery of the products:

- The suspected vehicle will be parked with the freight loads in a special area of the client's site, prepared for such eventuality.

- The supplier will be informed immediately.

- Precise measures may be taken by the client in order to take appropriate decisions.

Under no circumstance will they be considered as a reception of the products or as a transfer of ownership.

- The supplier shall therefore bear any and all costs concerning all appropriate measures which shall be taken, by the client or by the supplier, in order to remove and eliminate the radioactive material.

- The supplier undertakes to replace contentious products at its own costs within a leadtime which will be at its maximum equal to the current market leadtime at time of rejection taking into account an express mean of transportation

## 12. RESOLUTORY CLAUSE

Automatic termination shall apply to any order for which the supplier has failed, fully or partially, to meet its requirements. This termination shall become effective 10 days after our unsuccessful notification sent by means of a registered letter with acknowledgement of receipt.

## 13. APPLICABLE LAW AND JURISDICTION

All our business transactions, contracts or orders shall be governed by the provisions of French law. As expressly agreed upon, the courts at the locality where our orders are issued shall have sole jurisdiction.

## 14. SAFETY

The Supplier guarantee that, for the part he is responsible of, from production to delivery, he and its subcontractors are compliant with the SAFE standards of the World Customs Organization, declares he has the status of Authorized Economic Operator – Security and Safety or equivalent and commits himself to justify it at request of the customer.

## 15. RESPONSIBLE PURCHASE

The Supplier agrees that it will perform the work/service under any order from ERAMET in conformity with ERAMET's Responsible Purchasing Charter, the "Charter", available at [http://www.eramet.com/en/system/files/publications/pdf/eramet\\_responsible\\_purchasing\\_charter.pdf](http://www.eramet.com/en/system/files/publications/pdf/eramet_responsible_purchasing_charter.pdf) in its latest version.

Furthermore, ERAMET reserves the right to conduct reviews of the Supplier or on-site audits to ensure compliance with the Charter.

In the event that a Supplier evidently fails to fulfill any of the principles and requirements set out in this Charter, or refuses to implement these principles, ERAMET reserves the right to immediately terminate any or all contracts with the Supplier for cause without any compensation.

**ANNEX TO THE GENERAL TERMS AND CONDITIONS  
ENVIRONMENT, HEALTH AND SAFETY**

**ENVIRONMENTAL CLAUSES APPLICABLE TO SUPPLIERS OPERATING ON A CLIENT'S WORKSITE**

**1. ADMINISTRATIVE**

1.1 The supplier must before commencing any work provide to the client:

- the name and coordinates of its Environment, Health and Safety ("EHS") officer for the client's site,
- copy of its personnel's and its subcontractors' personnel's clearances or certificates of proficiency necessary to execute the work,
- copy of the its accreditations (e.g. COFRAC),
- copy of the inspections certificates of any equipment used for the works (e.g. lifts, scaffolding, electrical installations, etc.) and if available,
- history of its environmental and safety indicators,
- copy of its ISO 14001, OHSAS 18001 or equivalent certificate.

1.2 The bringing in of hazardous products on the client's site is restricted. The supplier will conform to the applicable site rules including the prohibition of certain products. As soon as possible and in any case before commencing the work, the supplier must provide the client with a list, in French, of the hazardous products to be used as well as the Safety Data Sheets not older than five years old (as per the REACH regulation.) and the associated data sheet.

**2. PREVENTION PLAN**

2.1 A prevention plan will be signed by the client's site manager and the supplier's EHS officer. The supplier must participate in the pre-client's site inspection.

2.2 The supplier is responsible for the prevention plan training of its personnel and those of its sub-contractors intervening on the client's site and in particular of the safety and environmental rules.

### 3. **EMERGENCY ORGANIZATION AND PARTICIPATION**

- 3.1 The supplier must provide all means of safety prevention and emergency means (fire extinguishers, markings, carpet sealings, absorbents, antipollution kits, etc.) necessary for its intervention on the client's site. The equipment and vehicles used the supplier on the client's site must be compliant with applicable regulations.
- 3.2 All measures will be taken to control water and gas consumption as well as dust, sound and odor emissions.
- 3.3 Liquid hazardous products must be stored in fitted means supplied by the supplier. Compatibility rules for storage of products must be displayed by the supplier on the said means and the supplier must comply to the said rules.
- 3.4 The supplier will assume the evacuation and elimination of waste associated to its activity and the client's site waste (refractories, scrap, etc.) will be sorted in dumpsters proved for this purpose).
- 3.5 At the close of the client's site, the supplier will be responsible for its clean up and remediation.

### 4. **ACCIDENTS – INCIDENTS**

In the event of an environmental incident, the supplier will inform as soon as possible the client's site manager. An assessment of the incident will be jointly carried out by the supplier and the client's site manager; a corrective and/or preventive action plan may be implemented.

### 5. **AUDITS – INSPECTIONS**

- 5.1 The client's representatives may proceed with inspections/audits related to environmental matters during the work to assure compliance with this Annex, the Worksite rules and applicable regulation and laws.
- 5.2 Any non-compliance with this Annex may be a cause for exclusion of the supplier from the client's site and, as the case may be, termination of any order existing between both parties.

## **ENVIRONMENTAL CLAUSES APPLICABLE TO SUPPLIERS SUPPLYING OR TAKING DELIVERY OF PRODUCTS OR MATERIALS ON A CLIENT'S SITE.**

1. The supplier will conform to the applicable site rules and any regulation regarding the carriage of dangerous goods.
2. A prevention plan will be signed by the client's site manager and the supplier.
3. The supplier is responsible for the prevention plan training of its personnel and those of its sub-contractors intervening on the client's site and in particular of the safety and environmental rules.
4. The client's site manager may verify the presence of the Prevention plan in the suppliers vehicles and test the knowledge of the supplier's personnel on its contents.
5. Only authorized supplier personnel will enter the client's site.
6. The supplier will provide the client with a copy of receipts of permits to transport hazardous wastes.

## **ENVIRONMENTAL CLAUSES APPLICABLE TO SUPPLIERS NOT ENTERING A CLIENT'S SITE**

1. All deliveries must be accompanied with a Safety Data Sheet not older than five years old (as per the REACH regulation.)
2. All packaging and labels of hazardous products must be in conformity with applicable regulations.

## **SUPPLIER'S SUB-CONTRCATORS AND CARRIERS**

The supplier guarantees that its sub-contractors and carriers shall comply strictly with the terms of this annex.