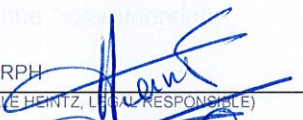

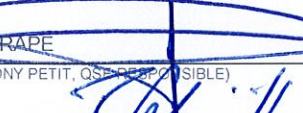





LEADING IN PRODUCTION EFFICIENCY

GENERAL SUBCONTRACTING CONDITIONS

WRITTEN BY :	<u>FRPARPH</u>  (PASCALE HEINTZ, LEGAL RESPONSIBLE)	DATE:	<u>17/05/2018</u>
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GENERAL SUBCONTRACTING CONDITIONS

Update service

- This document is not subject to monitoring updates
- Management system maintains a version of the document update.
- This document is available on the internal network or DürrNet

Version tracking

Version	Date	Revision
1.0	07.03.2016	Modification of many paragraph, formatted in Dürr Corporate, attachments updates.
2.0	16.04.2018	Article 32 "Protection of personal data" and article 33 "Corporate responsibility of the subcontractor" added.



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Appendix 6 : Record of settlement (to join with the invoices)

Appendix 7 : Template of acceptance demand of a subcontractor and approval of payment conditions

Appendix 8 : Template list of spares part

1 GENERAL POINTS

1.1 Absence of silicone

SILICONE IN ALL ITS FORMS IS ABSOLUTELY FORBIDDEN IN ALL EQUIPMENT USED FOR ANY INSTALLATIONS AND PARTICULARLY SURFACE TREATMENT AND PAINT INSTALLATIONS.

EVEN THE SLIGHTEST TRACES OR VAPOUR THAT ARE IDENTIFIED AFTER MANUFACTURE MUST BE COMPLETELY ELIMINATED.

THEY ARE ALSO FORBIDDEN IN:

- **ANY LUBRICANTS,**
- **PACKAGING,**
- **INSULATION,**
- **ALL ANCILLARY SERVICES.**

THE SUBCONTRACTOR MUST COMPLY STRICTLY WITH THIS OBLIGATION.

The Subcontractor must give Dürr Systems certificate "Guarantee of absence of silicone" (annex3) in his goods supplied, and a list including specifications of any greases and lubricants used.

The Subcontractor's attention is drawn to the fact that the goods he supplies will be tested on site.

If even a trace of silicone is found to be present on any item supplied, all items supplied, at Dürr Systems' choice and without prejudice to any damages that Dürr Systems might claim under clause 15 of the present document, are to be:

- replaced by the subcontractor
- repaired by the subcontractor, or
- modified at the Subcontractor's expense.

1.2 Compliance with laws, decrees, rules, ... in force

The subcontractor will seek out and comply with all laws, decrees, regulations, standards and directives in force at the final acceptance of whatever kind, likely to concern the execution of the contract.

2 CONCLUSION OF THE ORDER

- 2.1 The Subcontractor is required to accept the order from Dürr Systems if it strictly complies with the offer made by the Subcontractor and if it is sent within the option period stated in that offer.
- 2.1 Any modification of the order by the Subcontractor must be agreed by prior written consent of Dürr Systems.
- 2.2 The order is definitively placed when the receipt is returned, without reservations or modifications.
- 2.3 The mere fact of delivering or beginning to invoice or perform the service implies acceptance of the order by the Subcontractor under the present General Conditions.

3 PRICE

Prices are firm, not subject to revision and lump sum, for all the goods and services as described in the order. For export, the invoice must be free of VAT (a declaration will be sent in due course). Furthermore by conventional compensation, Dürr Systems will proceed to a full or partial compensation with each Subcontractor between debts and claims existing between the Subcontractor and Dürr Systems including for the debts and claims which are not connected and are related to separate contracts.

4 INVOICING

4.1 Unless express modification, any invoice should relate to only one of the Dürr Systems' orders, even in the case of grouped shipments. Each request for a down payment must be the subject of a specific invoice from the Subcontractor. The invoices must rigorously correspond to the specified payment terms listed in the order. In case of difference or grouping, the invoice will be send back to the Subcontractor.

Two copies of the invoice must be sent by mail, for each order, marked for the attention of the Dürr Systems' Accounting department and accompanied by the payment sheet duly completed (annex 6). They must bear the references for the order, the shipment or delivery date and the dispatch or delivery note number and date. They must mention the amount excluding tax, the amount of VAT and the net amount to be paid. For a satisfactory transfer, the precise details of your bank, your IBAN number and your SWIFT address must also be mentioned. Any invoices not bearing the above-mentioned indications will be returned to be modified, without the Subcontractor being able to claim any lateness interest for non-payment.

4.2 The subcontractor may only send to Dürr Systems an invoice or a request for a progress payment when all of the corresponding obligations have been fulfilled. Should this not be the case, Dürr Systems reserves the right to hold back payments. In the event of factoring or assignment of credit, it is the Subcontractor's responsibility to inform the factoring company or the banking institution of this capability of holding back the payments.

5 CONDITIONS OF PAYMENT

Unless otherwise agreed, payments will be made within 45 days end of the month. The modalities and terms of payment are exposed in the order.

The Subcontractor undertakes to provide:

- a guarantee of restitution of deposit (annex 4) in case of down payment
- a bank guaranty/ retention payment (annex 5) (in accordance with clause 27 of the present conditions) in exchange of the release of the last payment term concerning the final acceptance.

The payments defined in the order are conditional on the performance of the contractual services and the delivery of the documents mentioned in clause 12.

6 PRINCIPAL CONTRACT

The Subcontractor acknowledges that he is aware of all the provisions of the principal contract, referred to below as the Principal Contract, and its appendixes including the specifications binding Dürr Systems and its client, to the exclusion of any provisions relating to the price and any other financial provisions.

Unless otherwise agreed, the Subcontractor will perform and complete the subcontracted work such that no action or omission on his part will cause or contribute to any breach by Dürr Systems of its obligations under the Principal Contract.

The Subcontractor will assume and meet in accordance with the present conditions all the obligations and responsibilities of Dürr Systems under the Principal Contract and its appendixes, as far as the subcontracted work is concerned.

The Subcontractor hereby recognises that any breach of the subcontracting contract that he may be responsible for may lead to a breach of the Principal Contract and its appendixes, and of other contracts signed by Dürr Systems and may oblige it to pay compensation, penalties or damages. The subcontractor will guarantee and indemnify Dürr Systems without limit against any action, claim or demand for compensation from the client or the owner or a third party, whose basis is related directly or indirectly to the failure or bad workmanship of the subcontractor.

7 SUB-CONTRACTOR

The Subcontractor may not transfer any part(s) of the services, nor contribute them to the assets of a company without prior written approval from Dürr Systems.

At Dürr Systems' request, the Subcontractor must provide him with the list of his suppliers and subcontractors, specifying the origins and source of the equipment and material supplied.

- 7.1 In accordance with article 3 of law no. 75.1334 of 31 December 1975, a Subcontractor who intends to have recourse to one or more subcontractors in the context of the order, must have each subcontractor accepted by Dürr Systems, and have its agreement to the conditions of payment of each subcontract.

With his demand for permission to subcontract (annex 7), the Subcontractor must give Dürr Systems a declaration of:

- the nature of the services which he proposes to subcontract
- the name, company name and address of the proposed subcontractor
- their professional qualifications
- the conditions of payment proposed for the subcontract and the amount envisaged

A Subcontractor who subcontracts a part of the order remains entirely responsible for it. No subcontractor of the Subcontractor will be paid directly by Dürr Systems. The Subcontractor must provide each of his subcontractors with a jointly and severally liable bank guarantee, according to the provisions of the 1975 Subcontracting Act, for an amount equal to the total sum due to each of them

- 7.2 When the order requires the Subcontractor to find a supplier or subcontractor for certain components or services, the responsibility of the Subcontractor nevertheless remains entire for the total execution of the order.
- 7.3 The Subcontractor is required to inform his suppliers and subcontractors of any provisions of the order that relate to their obligations.

8 MONITORING – CONTROLLING – QUALITY

- 8.1 The representatives of Dürr Systems, of the owner/client, or of any organism designated by Dürr Systems, will have free access, during normal opening hours, to the establishments of the Subcontractor and those of his suppliers and subcontractors to follow the progress and monitor the execution of the order.

The Subcontractor will remedy, as quickly as possible, any faults discovered during these inspections.

- 8.2 The purpose of the monitoring of progress and performance carried out in the course of manufacture is to inform Dürr Systems. The monitoring does not commit Dürr Systems in any way, nor relieve the Subcontractor of his responsibility.
- 8.3 The Subcontractor is required to inform Dürr Systems of any modification that he intends to make to the composition of the equipment or its technical conditions of execution. Such modifications may only be introduced with the prior written agreement of Dürr Systems.
- 8.4 The merchandise, services and equipment referred to in the order must comply with the laws, regulations and standards in force on the day of the handover, known at the time of the final acceptance defined in article 23, and comply with the specifications of the order. The Subcontractor undertakes to inform Dürr Systems regularly of changes in his technology, and in particular during the execution of the present order.

9 MARKING – SHIPMENT

The equipment is marked by the Subcontractor according to instructions that he will be sent as soon as they are known, and at least 2 weeks before the scheduled delivery date:

- on the packaging;
- on each piece of equipment with visual reference coherent with the manufacturing nomenclature.

The parcels must bear a dispatch note indicating Dürr Systems' order reference and the precise reference and designation of the delivered articles.

Each note must only cover a single order, even in the case of grouped shipments.

When dispatching heavy or bulky equipment, the Subcontractor is required to ensure from Dürr Systems that the site is capable of receiving the equipment.

The Subcontractor is responsible for the handling, storage and transport operations. Prior to delivery, the Subcontractor must check the conformity of the supplies with the contractual stipulations and to carry out the regulation checks and inspections.

The packing and labelling must provide effective protection, for handling purposes as well as preservation up to the final destination, and comply in particular with the prevailing laws, regulations and standards.

Any damage caused by defective or unsuitable packing will be payable exclusive by the Subcontractor.

If the equipment is sold "ex works" and if transport is handled by the Subcontractor on behalf of Dürr Systems, except opposite request of DÜRR SYSTEMS after the order, the transport must necessarily be routed to the point of destination at the most advantageous cost, even if to achieve this result the dispatch must be made carriage paid by the Subcontractor. If this rule is not observed, the Subcontractor will bear the surplus expenses thus incurred.

The reference Incoterms is specified on the order (Incoterms 2010 codified by the International Chamber of Commerce).

10 TRANSPORT AND PACKAGING

The price, date and delivery address are indicated on the order. However, the address and date of delivery may be notified later by Dürr Systems.

In no circumstances must the equipment be dispatched in advance without the prior written agreement of Dürr Systems. No delivery may be made on site without prior confirmation by Dürr Systems of the effective date. Furthermore, the equipment or the packaging shall be suitable to be unloaded and transported by usual site machinery (3 tonnes maximum), and the lorries designed for easy sideways unloading (unless there are instructions or agreements to the contrary).

The Subcontractor undertakes to inform immediately Dürr Systems by fax or e-mail of any delay.

Materials and parts that need special care in storage and handling (lifting, conditions of temperature or humidity) must be identified in an appropriate way.

The Subcontractor is responsible for the handling, storage and transport operations according to Incoterm kept in the order.

Before delivery, the Subcontractor must check that the goods comply with the contractual stipulations.

The packaging and labelling must give effective protection during handling and storage up to the finale destination, and also comply with the laws, regulations and standards in force.

The Subcontractor may be responsible if during transport and storage, the ordered equipment is deteriorated because of inappropriate or inadequate packaging, protection or securing, given the nature of the merchandise, the mode of transport and the storage conditions; it is understood that if particular conditions are necessary, the Subcontractor must say so.

11 DISPATCH NOTE

All dispatches must be covered by a note in 2 copies which contains:

- the Dürr Systems order number ;
- the date of dispatch ;
- a detailed description of the equipment.

One copy will travel with the equipment, visibly displayed on the outside of the package, carefully protected,

One copy will be send by e-mail or by mail to the Dürr Systems Purchasing Department.

N.B.: No price must appear on these notes.

No payment can be made without presentation of the dispatch note or the payment slip

12 DOCUMENTS TO BE SUPPLIED BY THE SUBCONTRACTOR

They are specific to the equipment and/or service provided. In addition to the obligations incumbent on him in the clauses of the present general conditions or any other contractual document, the Subcontractor is required to meet all the following obligations:

12.1 Documents with respect to European Community law

The Subcontractor must provide the CE declarations and /or certificates of compliance when a European regulation or directive is applicable, particularly the Machinery Directive 2006/42/CE. The Subcontractor must provide the instruction manual as mentioned in the applicable European directives or regulations.

12.2 Documents to be provided under the laws of the countries where the installation is

The Subcontractor must provide all the documents necessary according to the law of the country of the installation.

12.3 Calibration documents

In case of supply of measuring instruments (manometer, thermometer, flow meter, recorders etc.), the Subcontractor must provide the calibration document together with its tracking calendar.

12.4 Research documents, documents of trials and operation, installation documents

The Subcontractor must provide the documents listed in appendix 1 – Subcontractors documents.

The documents are certified and sent by the Subcontractor for the attention of the person named by Dürr Systems, with a covering note listing all the documents with their numbers. They must be examined and approved by Dürr Systems. The examining of these documents and the “Dürr Systems” approval do not in any circumstances relieve the Subcontractor of its responsibilities, even partially.

In general, the Subcontractor undertakes to transmit to Dürr Systems all the necessary technical documents (plans, operating manuals, designs and user’s notes). All the documents are to be written in French language unless otherwise agreed.

13 ASSEMBLY AND STARTUP

13.1 The Subcontractor must comply with the terms of the order placed by Dürr Systems regarding his services on site and specific documents (site / trials) transmitted by Dürr Systems during the contract.

13.1.1 Assembly by Dürr Systems

If the assembly is done by Dürr Systems, except as otherwise agreed, the equipment formed from an assembly of several parts must be delivered completely assembled by the Subcontractor, so that the work of Dürr Systems staff is limited to put this assembly on place.

13.1.2 Assembly by the Subcontractor

The Subcontractor must provide to Dürr Systems with acknowledgement of order receipt the detailed operating instructions regarding the work execution (people and material) and the risk analysis. He is responsible of the way and the execution method of the work to guarantee in particular the integrity and the perfect functioning of the material and the contractual dates.

If the assembly is done by the Subcontractor, he must comply with the specific obligations of Dürr Systems mentioned in the Specifications or transmitted directly on site by the personnel of Dürr Systems as well as the planning defined in the order specifications.

13.2 START-UP

13.2.1 Start-up by Dürr Systems

The instructions concerning the trial documents are provided by the Subcontractor in accordance with the needs specified in the order.

If there is any degradation of the material and if it has been shown that it is a lack of instruction by the start-up and/or the necessary information can be found in the not provided documents, the Subcontractor will be considered as responsible.

13.2.2 Start-up by the Subcontractor

If the Subcontractor starts up the equipment, he must comply with the needs specified in the order specification.

Note:

The person responsible for start-up route is available 100% of his working time. The precise date of his intervention is defined in accordance with the Dürr Systems site manager. He must be provided with all the equipment, tools and documents necessary for his task

14 SPARE PARTS

14.1 The Subcontractor commits to supply Dürr Systems with spare parts during at least 10 years.

Spare parts shall be absolutely interchangeable with original parts. The list of spare parts shall be imperatively established from the template given by Dürr Systems (appendix 8).

Dürr Systems shall be supplied with detailed plans of specific parts so that they can manufacture them in case of subcontractor's incapacity to supply the specific parts.

14.2 During the contractual guarantee period, spare parts shall be in stock on site or at the subcontractor's and shall be immediately available.

14.3 Regarding additional spare parts (i.e. wear-and-tear and consumption parts, including catalogue parts), the Subcontractor commits to send a price list of these spare parts.

15 GUARANTEE

15.1 The Subcontractor is liable to Dürr Systems and if necessary to third party of any non-fulfilment or bad execution of the contract related to non-apparent defect of standard or any hidden defect (according to the article 1641 of the French Civil Code). With the hidden defect, the defect is comparable which, although materially visible, was hidden as for the potential width of its detrimental consequences.

- 15.2 The Subcontractor guarantees in particular that the delivered equipment:
- does not contain silicone (see here above article 1);
 - is in compliance with the order and the technical specifications, and has the technical characteristics in terms of performance and quality in the defined environment;
 - is in perfect state of running;
 - is in compliance with its final use;
 - has been manufactured professionally;
 - is in compliance with Customer's standards, laws, decrees, regulations, directives in force at the acceptance date as defined in article 23.

- 15.3 The equipment (out of wear-and-tear and consumption parts) is guaranteed during 24 months as from the Acceptance defined at article 23 (except contrary indication mentioned in the order).

According to this guarantee it will be possible for Dürr Systems to ask (without prejudice of damages) the Subcontractor for:

- replacement ;
- repairing ;
- modification ;

of faulty equipment at Subcontractor's expenses.

If the Subcontractor does not execute the works asked by Dürr Systems and/or according to the schedule given by Dürr Systems, the latter will ask a third party (chosen by Dürr Systems) for the execution at the expenses and risks of the Subcontractor, in addition to the damages that Dürr Systems will be in right to ask for. Dürr Systems reserve the right to terminate the contract as specified in article 25 hereafter.

The Subcontractor will pay the spare parts as well as the expenses relative to manpower and transport concerning the execution of the guarantee obligation.

If the defect is due to a repetitive error of manufacturing, the Subcontractor shall replace, modify or repair (at Dürr Systems' request) all parts or elements identical to other equipments, even if they did not cause any incident.

The Subcontractor shall intervene within the delay given by Dürr Systems.

The supply or part of the supply repaired or replaced will be guaranteed in same conditions and will cover a new guarantee period of 24 months.

- 15.4 Any break in commissioning works (work break of Dürr Systems staff or anything else) caused by a lack of control on site during dispatch is stated and immediately reported in writing to the Subcontractor. All possible expenses shall be paid by the Subcontractor.

16 CONFIDENTIALITY

The Subcontractor undertakes not to divulge to third parties any information in whatever form or whatever kind (plans, documents, etc.) transmitted by Dürr Systems, referred to below as "Information", without the express permission of Dürr Systems.

The Subcontractor undertakes only to divulge the Information to his own members of staff and/or his own Subcontractors directly involved in the present contract and guarantees that this obligation of confidentiality will be respected by his staff and/or his own subcontractors.

The Subcontractor undertakes not to copy or reproduce partially or totally any Information provided by Dürr Systems, without their express permission, with the exception of those copies reasonably required for the execution of the present contract.

The Subcontractor also undertakes not to use the Information for any other project than the one covered by the present contract, and to protect the Information and keep it confidential.

All Information transmitted by Dürr Systems remains the property of Dürr Systems.

The present confidentiality clause comes into effect on the date the order is placed and will remain in force for 10 years.

17 COMPLIANCE WITH LAWS, DECREES, STANDARDS, DIRECTIVES, ETC...

- 17.1 The Subcontractor guarantees that the equipment and the service comply with the standards of the project owner, and with the laws, decrees, regulations and directives in force on the date of definitive acceptance defined under article 23 hereafter and regarding the execution of the contract.
- 17.2 The Subcontractor guarantees in particular that the delivered equipment is in compliance with (without limitation):
- the Directive on machines 2006/42/CE of the European Parliament and European Council of 17 may 2006 on machinery, and the decree n°2008-1156 of 7 November 2008 concerning work equipments and safety devices equipment;
 - the Directive 2004/108/CE related to electromagnetic compatibility;
 - the Directive 2006/95/CE related to electrical equipment designed for use within certain voltage limits;
 - the Regulation (EU) No 305/2011 relating to the construction products;
 - the Directive 94/9/CE, amended by the regulation (CE) 1882/2003 related to equipment and protective systems intended for use in potentially explosive atmospheres, if the material is implanted in the zone ATEX, as defined by the operator according to the directive 1999/92/CE;
 - the Directive 2009/142/CE relating to the gas appliance;
 - the Directive 97/23/CE, amended by the regulation (CE) 1882/2003, relating to pressure equipment;
 - the Directive 2009/105/CE relating to the simple pressure vessels;
 - all harmonized European norm published in JOUE (Journal Officiel de l'Union Européenne - Official Journal of the European Council), giving presumption of conformity with essential health and safety requirements of the European regulations and directives applying to its equipment, as
 - o (NF) EN ISO 12100 safety of machinery - General principles for design -- Risk assessment and risk reduction (under the directive 2006/42/CE);
 - o (NF) EN 60204-1: safety of machinery - electrical equipment of machines Part 1 : general regulations (under the directive 2006/95/CE);
 - o (NF) EN 1090-2+A1 execution of steel and aluminum structures Part 2 : Technical requirements for the steel structures (under the regulation (UE) 305/2011);
 - o NF C15-100 electrical low voltage installations (applicable binding standard in France).

The Subcontractor, as professional, must determine if his material is concerned and must ensure the consequences for the possible compliance.

This means that the Subcontractor must transmit to DÜRR SYSTEMS one and/ or another of the following declarations depending on the provided equipment:

- declaration of compliance and corresponding CE marking;
- declaration of incorporation (machine directive);

- EC certificate of examination issued by a notified body.

In his instruction manuals the Subcontractor must supply the details required concerning the safety aspect of the equipment (article R 4313.19 and the following of the French Labour Code).

The final payment after Acceptance depends on these documents being transmitted.

18 SAFETY

The Subcontractor must employ qualified and trained personnel for the order execution.

The personnel of the Subcontractor must respect all applicable safety rules on site where he is operating including the rules for individual protection.

In this regard Dürr Systems could require the immediate replacement or prohibit all access for all Subcontractor's employee who is not respecting the laws, regulations, internal rules or all safety instructions given for the operating site.

The Subcontractor provides in all case to their employees and subcontractors before and during the execution order, all relevant site and risk information.

The subcontractor undertakes furthermore:

- To immediately inform Dürr Systems (by the site manager) of all accidents, physical injury, accidental contamination, pollution...occurring on the operation site;
- To take all measures and appropriate actions to limit the consequences resulting or likely to arise.

19 PENALTIES FOR DELAY

The penalties for delay mentioned in the order apply as of right and without further notice to perform.

Penalties have not a form of damages. Dürr Systems is fully entitled to take any necessary action against the Subcontractor to obtain reparation for damage suffered because of the Subcontractor's shortcomings, regardless of the payment of penalties. The amount of the penalties is deducted from the sums owed by Dürr Systems to the Subcontractor.

20 TRANSFER OF OWNERSHIP AND RISKS

- 20.1 The transfer of ownership takes place progressively according to progress of the equipment or the services

Ownership of the equipment covered by the present order may not under any circumstances be retained by the Subcontractor. Any such clause appearing on the acknowledgement of receipt of this order or on any other document brought to the attention of Dürr Systems after the present order will be deemed non-existent.

- 20.2 The transfer of risk takes place on final acceptance as defined in article 23 hereafter.

21 RESPONSIBILITY – INSURANCE

- 21.1 The Subcontractor is subject to an obligation of result.
In any event, and whatever the nature of the obligation concerned, the Subcontractor will not base any demand for exemption from his responsibility on the alleged professional character of Dürr Systems.
- 21.2 The Subcontractor is liable to Dürr Systems and to third parties for any damages related to failure or inadequacy in the execution of his contractual obligations, including faults of design, of compliance, of performance or hidden defect.
The Subcontractor will be answerable for any direct or indirect loss, harm, material damage, consequential damage or injury, resulting from his responsibility.
- 21.3 The Subcontractor must take out a policy with an insurance company known to have top-class solvency rating, covering the financial consequences arising from claims against his responsibility as defined above.
He must provide to Dürr Systems at the first demand the insurance certificates emitted by the respective insurance attesting the insurance coverage for the present and the payment of the corresponding bonus.
- All insurance coverages underwritten by the Subcontractor do not release him of his contractual and legal responsibilities. The guaranteed amount cannot be considered or interpreted as representing limitation of responsibility.

22 FAILURE TO PERFORM

If the Subcontractor fails to perform the order, or if the contractual guarantee is invoked, i.e. if he has not performed all or part of his obligations in the agreed contractual conditions, it is expressly agreed that, if action is not taken within seven (7) days, (shortened to 24 hours for a disabling breakdown) from the date of sending a recorded delivery letter confirmed by fax, Dürr Systems may itself continue to provide the Services covered by the order and/or entrust them to another company of his choice at the Subcontractor's expense, and risks, in addition to any damages that Dürr Systems may claim.

If this happens, the Subcontractor must do everything possible to facilitate the continuation of the work outstanding by Dürr Systems and/or the third party in the best conditions. He will particularly submit the plans, studies and all the documents already prepared and necessary to the execution of the order.

In addition, the Subcontractor will be required to bear all the direct and indirect consequences of his failure.

23 FINAL ACCEPTANCE

Dürr Systems will accept final acceptance when:

- the Subcontractor has satisfied the trials and handover procedures without reservations as defined in the order, and
- the Client has sent Dürr Systems a final acceptance report without reservations.

If the final acceptance cannot take place within the contractual time limit, Dürr Systems may as of right apply the penalties provided for in this document and/or correct the anomalies or have them corrected by the Subcontractor or any third party of his choice, until the required results are

obtained; the Subcontractor will bear the cost of the corrections, direct or indirect expenses and all other damages.

If the result of the trials and/or the handover procedures does not meet the contractual stipulations, the Subcontractor must take all steps to remedy this and recommence the trials until the required results are obtained. All the direct or indirect costs relating to these new operations are the Subcontractor's responsibility.

24 ADVERTISING – NAMEPLATE

The order may not be publicised directly or indirectly by the Subcontractor without the prior written agreement of Dürr Systems.

The Subcontractor is required to place on his equipment a plate mentioning Dürr Systems.

25 TERMINATION

25.1 The present Contract may be terminated by Dürr Systems as of right and without any other judicial formality if the Subcontractor fails to meet any of his contractual obligations. The termination will take effect in eight (8) days from the date of sending a recorded delivery letter to the Subcontractor without prejudice to the damages that Dürr Systems may claim because of the prejudice suffered caused by the failure to perform.

25.2 The present Contract may also be totally or partially terminated as of right and without any judicial formality if the Principal Contract (between Dürr Systems and its Client) is totally or partially terminated.

The termination will take effect in one (1) month from the date of delivery of a recorded delivery letter from Dürr Systems to the Subcontractor.

Dürr Systems will pay the Subcontractor, on presentation of documentary proof, a sum corresponding to the services carried out and/or goods delivered and/or necessary expenses up to the day of termination, excluding any other compensation notably compensation for consequential damage; operating loss or loss of profit...

25.3 The present Contract may also be terminated totally or partially as of right and without any other judicial formality in the event of the Client's voluntary entering into proceedings in bankruptcy or insolvency and/or in the event that a petition shall be filed against Dürr Systems Client's under bankruptcy law, or any other law for relief of debtors or similar law analogous in purpose or effect.

The termination will take effect within a delay of 8 days as from the acceptance date of a letter sent by Dürr Systems to the Subcontractor by recorded delivery with acknowledgement receipt.

Dürr Systems will pay to the Subcontractor, on presentation of written proofs and on condition that Dürr Systems is paid by its Client for the works and/or the supplies delivered by the Subcontractor, a sum corresponding to the works done and/or the supplies delivered at the termination date except any other compensation relative in particular to indirect and immaterial damages, operating loss, loss of profit.

25.4 The present Contract may be terminated by Dürr Systems at any time, as of right and without legal formality in the following cases:

- The Subcontractor's voluntary entering into proceedings in bankruptcy or insolvency and/or in the event that a petition shall be filed against the Subcontractor under

bankruptcy law, or any other law for relief of debtors or similar law analogous in purpose or effect;

- Civil decisions or criminal convictions against the Subcontractor which might affect his reputation or hinder his activities;
- Subcontracting without the authorisation of Dürr Systems.

The termination will take effect in three (3) days from the date of the delivery of a recorded delivery letter to the Subcontractor, without prejudice to any damages that Dürr Systems may demand in reparation of the harm suffered.

25.5 In the event of any termination, the Subcontractor must leave the premises and return to Dürr Systems the space occupied in an appropriate state of cleanliness and at the latest three (3) full days from the termination.

If Dürr Systems has the work covered by the Contract completed by a third party, because of a termination of the Contract caused by a fault of the Subcontractor, the Subcontractor is automatically and immediately liable for the cost of the intervention of the third party, without prejudice to any damages owing to Dürr Systems. This cost and any sum that may be due by Dürr Systems to Subcontractor will be offset against each other pro rata.

The termination of the Contract will not release the Subcontractor from any of his obligations, and will not deprive Dürr Systems of its rights.

26 INDUSTRIAL AND INTELLECTUAL PROPERTY

26.1 Unless provided contractually to the contrary, the industrial property rights which may be created during the execution of the order, the results of research, services and/or equipment developed for Dürr Systems by the Subcontractor, become as of right, as and when they arise, the exclusive property of Dürr Systems who may use them without any restriction as they stand or after adaptation.

26.2 In providing the Services, the Subcontractor will not use any product, device or process covered by industrial property rights belonging to a third party without prior permission from the owner of these rights. He must make it his business to obtain the necessary permission and if necessary supply any proof required.

The Subcontractor guarantees Dürr Systems against any action by a third party for the breach of the above provisions. He undertakes to take charge of any claim or complaint against Dürr Systems or the Owner, and to compensate them fully for any costs, losses or damage suffered because of the existence of third party rights over the equipment or the merchandise delivered.

27 RETENTION PAYMENT

Under Law No. 71.584 of 16 July 1971 as amended by law no. 72.1166 of 23 December 1972, the Subcontractor may replace the retention payment (which is fixed at five percent (5%) of the amount of the Services to guarantee they will be properly completed and to recover any sums that the Subcontractor may prove to be liable for under the Services by a personal and jointly and severally liable surety from an approved financial establishment.

If he does this, this personal and jointly and severally liable surety will be released one year after the Handover of the Services.

28 UNREGISTERED EMPLOYMENT – UNFAIR SOCIAL COMPETITION

28.1 In accordance with article D8222-5 of the french Labour Code, the Subcontractor shall give to Dürr Systems with his complete and final offer and each 6 months until the end of the execution the following documents:

- A provision certificate of social declarations and a payment certificate of social contribution issued by the French responsible Social Protection Organisation (URSSAF) dated less than six months,
- an updated extract of the Companies register (extract Kbis),
- a declaration on his honour of the deposit with the tax administration in date of the declaration of all obligatory tax declarations,
- a declaration on his honour that his staff are legally employed and a complementary declaration in case of the employment of foreign staff.

If the Subcontractor is a company with its head office outside of France, it must provide:

- a document mentioning its individual identification number granted to him in application of the article 286 ter of the General Tax Code. If the Subcontractor is not obliged to have such a number, a document mentioning its identity and its address or where appropriate, the contact details of its tax representative in France;
- an advertising document or business letterhead mentioning the exact name and name company of the Subcontractor, the full address of its head office and all the references relating to his inscription on a professional register,
- a document certifying the regularity of the Subcontractor's social situation with regard to EU regulation n° 883/2004 of 29/04/2004 or an international convention on social security and when the legislation of the country it provides un document from a body managing the obligatory social security regime and mentioning that the Subcontractor is up-to-date with its social declarations and the contributions relating.

These documents must be written in French or be accompanied by a translation into French.

For work carried out on the premises of a client or a subcontractor of DÜRR SYSTEMS (assembly/trials) or at DÜRR SYSTEMS, the Subcontractor shall provide for each of his employees involved the following documents currently valid until the end of the execution of the mission:

- A copy of an identity card or passport;
- All documents required by applicable laws and regulations;
- Any other document or certificate required by the client.

28.2 In case of detachment by a foreign Subcontractor of the foreign worker in France, the Subcontractor commits according to the article L 1262.2.1 of the French Labour Code to make a prior declaration to the French Labour Inspectorate of the place where the performance will take place.

The Subcontractor commits prior the detachment to transmit to DÜRR SYSTEMS a copy of the administrative detachment declaration identifying the representative of the Subcontractor ensuring the administrative liaison.

29 FORCE MAJEURE

If a case of force majeure occurs after the signing of the Contract, making one of the Parties unable to meet one or other of his obligations, the obligations of the Parties will be suspended for so long as the force majeure applies. By force majeure is meant any event after the order has been sent and all circumstances beyond the Parties' control, including but not limited to, war, natural catastrophes, serious accidents (fire, explosion), strikes, arbitrary acts of government, etc.

The Party affected must immediately inform the other Party by fax or email, confirmed by recorded delivery letter, of the occurrence and nature of any such event, and must take all measures in his power to ensure that he can continue to carry out his obligations normally, as quickly as possible. The notification is subject to the following conditions:

- it must arrive at the other Party in less than 5 clear days from the date the case of force majeure occurs
- it must identify and explain the force majeure and the date it occurs;
- it must indicate the obligation(s) whose performance is prevented by the force majeure and explain how they are prevented.

Each Party shall take provisional steps to reduce the consequences of the force majeure as far as they are able. These steps must not entail or foreshadow a modification of the technical solution, the quality or any part of the performance expected from the Service.

The force majeure means that the thwarted obligations are all suspended.

The suspension is granted for so long as the force majeure lasts, but the length of suspension may not exceed one (1) consecutive calendar month from the date the force majeure occurs. The duration of the Contract is extended by the length of the force majeure.

After receipt of the notification, the Parties shall meet as soon as possible to determine what steps to take without waiting for modifications to be made to the Contract to ensure that its effects shall continue without imbalance between the Parties. Alternatively they may decide to agree jointly to terminate the Contract.

Failing agreement on steps as described in the paragraph above, or on mutually agreed termination before the end of the suspension period, whichever Party sees fit may from that moment notify the other Party, by recorded delivery letter, of the termination of the Contract. The termination will automatically take effect from the date this letter is sent.

30 SETTLEMENT OF DISPUTES – APPLICABLE LAW

The contract will be governed by and construed in accordance with French laws.

Any dispute arising between the parties concerning the validity, interpretation, execution or cancellation of the Contract and which cannot be amicably settled will be brought before the Paris Commercial Court.

31 TRAINING (ACCORDING TO ORDER CONDITIONS)

If the equipment needs assistance and training, the subcontractor must apply the following training program.

The training is divided into 3 distinct parts for the maintenance and site personnel:

- "GENERALITES" only Dürr Systems is concerned (general equipment presentation),
- "PILOTAGE" Dürr Systems and the electrical Subcontractor are concerned (installation function= start up, stops, modifications of instructions, cycles, etc.),
- "MAINTENANCE" all the Subcontractors are concerned according to the complexity of equipment (installation, breakdown service, maintenance, monitoring).

31.1 A written support document has to be prepared in the requested language.

31.2 Training will be obligatorily made on client's site in French language; an interpreter will be available for the foreigner needs. The number of training courses depends on the participant's number and will be fixed later.

32 PROTECTION OF PERSONAL DATA

Within the framework of an order in its quality of controller involved in processing DÜRR SYSTEMS could authorize the Subcontractor to process personal data ("Personal Data") exclusively to provide goods and/ or services to DÜRR SYSTEMS.

The Subcontractor must provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the process meets the requirements of the law and applicable regulations and guarantees the rights of the person concerned. He undertakes to not subcontract all or parts of the execution of Personal Data process without DÜRR SYSTEMS's prior written consent. The subcontractor is subjected to the same obligations as the Subcontractor concerning the protection of Personal Data. The Subcontractor remains fully responsible for the execution of its obligations and those of its proper subcontractors towards DÜRR SYSTEMS.

The Subcontractor shall implement:

- Appropriate technical and organisational measures in order to guarantee a standard of security and confidentiality of Personal Data adapted to the risks processing including especially the encrypting of Personal Data
- Measures that guarantee the confidentiality and the recovery of the availability of personal data as well as the access to those within an appropriate period in case of an incident.

In case of Personal Data breach, the Subcontractor must within 24 hours inform DÜRR SYSTEMS of this breach, provide all necessary information and cooperate with DÜRR SYSTEMS and the National Commission for Data Protection and Liberties (CNIL)- France.

The Subcontractor will process the Personal Data only in the Member States of the European Union and undertakes to not transfer them out of the European Union. He will make available all necessary information to DÜRR SYSTEMS to demonstrate the respect of the previously

mentioned obligations. The Subcontractor will return the Personal Data immediately, at the request of DÜRR SYSTEMS and at the latest at the expiration or termination of the order for any reason whatsoever and will destroy any existing copies.

The Subcontractor communicates to DÜRR SYSTEMS the name and contact details of its data protection officer. He declares to maintain a written register of all sets of categories of the processing operations carried out for the account of DÜRR SYSTEMS.

33 CORPORATE RESPONSIBILITY OF THE SUBCONTRACTOR

The Subcontractor undertakes to respect in their entirety the prevention laws of anti-fraud risks and anti-corruption of all countries and regions in which he operates, especially the French laws (such as L. n°2016-1691 and n°2017-399), the Bribery Act and the FCPA.

The Subcontractor undertakes, for all its activities concerned by the goods and services provided to DÜRR SYSTEMS to respect integrally the principles described in chapter number 1 of the World Framework Agreement of 2/7/2013 of the social, societal and environmental responsibility. Furthermore, the Subcontractor will inform its proper suppliers or subcontractors about the present obligations to insure that they are inserted in the applicable contracts within the whole supply chain.