

Purchase Agreement for Deliveries and Services
by TÜV SÜD France SAS (“**TÜV SÜD**”)
Revision as of November 1st 2015 EN

These purchase terms set out the terms and conditions governing the purchase for Deliveries and Services, as described in the consultation of Suppliers (offers or other procedures) or as described in any purchase orders relating thereto.

The Agreement between the Parties consists of the purchase conditions as defined hereunder, and the specific conditions of any nature whatsoever, as mentioned or provided by the corresponding purchase order by the Client (prices, delivery terms, technical, commercial or any other condition) (the "Agreement").

Hereby, and taking due account of the commercial proposal of the Supplier and its general sales conditions, the Supplier and the Client expressly agree to submit any purchase of deliveries or services only to the conditions of this Agreement. Provisions of this Agreement shall supersede any prior written or oral agreement, statement or communication between the Parties or their representatives.

The Parties hereby expressly agree that no modification of this Agreement shall be effective unless it is made in writing and signed by the Parties.

This Agreement shall be in force until expiry of warranties provided in Section 4, after the full completion of deliveries and services.

1. Conclusion of the Agreement

1.1. The underlying agreement is concluded on the first hand between the Supplier and TÜV SÜD France SAS French company, headquartered at 42 Chemin du moulin Carron, 69130 Ecully, France (the "Client") on the other. The Supplier and Client are individually referred to as a "Party" and collectively, the "Parties".

1.2 Deliveries under this Agreement include both the supply of goods and work contracts and supply of services.

1.3 Only orders that are issued or confirmed in writing shall be legally binding. This provision shall equally apply to subsequent amendments to the Agreement.

1.4 Within ten (10) working days of receipt of the order, the Supplier agrees to return to the Client the acknowledgement of receipt attached to the purchase order duly approved and sealed with the company stamp of the Supplier. The Supplier shall be authorized to perform services or deliver goods only after receipt of the acknowledgment of receipt of the order by the Client, which is the formal acceptance of the Agreement. Any execution of the order by the Supplier involves the full acceptance of the conditions provided in this Agreement. In the event the Supplier does not accept the order in writing within the ten (10) working days following the receipt, the Client can cancel the order.

1.5 The Supplier agrees to treat the conclusion of the Agreement and all non-publicized commercial or technical information that it becomes aware of through the business relationship

as commercial secrets. Any reference of the Agreement to third parties shall require the prior approval in writing by the Client. Suppliers must be subjected to the same obligations. In case the Supplier discovers that information that shall be kept secret has been made available to an unauthorized third party or that a Document that shall be kept secret has been lost, it shall inform the Client of this without delay.

1.6. The Supplier shall not be entitled to sub-contract the entire order or essential parts of it to third parties without the prior approval of the Client in writing.

1.7. The Client may change the terms of the order, even after the conclusion of the Agreement insofar as this is acceptable to the Supplier.

1.8. Notwithstanding contrary provisions in the Agreement, the Client shall have the exclusive right to examine the Service provided by the Supplier and, if the Client deems the Service does not comply with the required standards as reasonably requested by the Client (whether at the time of signature of this Agreement or during the course of performance of this Agreement), the Client shall have the right to require Supplier's compliance with such required standards.

2. Prices, shipping, packaging

2.1. The agreed prices are fixed prices and exclude all types of additional costs (including packaging). The payment expressly set out in the Agreement shall be the Supplier's sole compensation. All prices are understood to be DDP (Delivery Duty Paid, Incoterms 2010, 7th revised version) to the destination set out in the purchase order including. In case prices are not shown in the order, the price shall be calculated according to the Supplier's price list valid at the time of the order, subject to eventual deductions.

2.2 No payments shall be made in respect of visits, samples or preparing offers, projects, etc.

2.3 The Client shall be notified about all deliveries without delay after shipping by means of an advice of shipment which shows exact details about the type, quantity and weight. Advices of shipment, bills of freight, invoices and all correspondence must show the order number of the Client.

2.4 Legal and regulatory provisions governing the transport of hazardous materials must be complied with; in particular, hazardous goods must be identified as such.

2.5 Deliveries ahead of schedule, excess deliveries, deliveries of less than the full amount or partial deliveries shall require the Client's prior approval in writing. In the case of agreed partial deliveries between the Parties, the price shall be consequently adjusted and, if any, the Supplier shall be reimbursed the additional amounts.

2.6 Any shipping delivered ahead of schedule shall take place at the sole risk of the Supplier.

2.7 Unless otherwise agreed in writing, the place of performance for the delivery is either the place indicated by the Client in writing, or the Headquarters of the Client. Unless otherwise agreed in writing, the place of execution of all obligations of both Parties is the Client's Headquarters.

2.8. Superfluous packaging must be avoided. Only environmentally-friendly packaging materials may be used. In case packaging is invoiced separately, the Client shall be entitled to return free of charge packaging that is in good condition to the Supplier. The Supplier shall reimburse the Client for two-third (2/3) of the value shown in the invoice for the concerned packaging.

2.9 The Supplier acknowledges that Client makes payments relating to the Agreement, net of any tax, whether withholding taxes, VAT or indirect taxes and the Supplier shall then take the responsibility of the payment of possibly due taxes to the authorities concerned.

The Supplier is solely responsible for payment of taxes of all nature (including social security, employment-related) or all other taxes incurred as a result of the performance of services by the Supplier under the Agreement and for all obligations, reports and timely statements relating to such taxes.

2.10. In case of early termination without any fault from the Supplier, the Supplier is entitled to the payments corresponding to deliverables and performances set forth in the Agreement, which have been approved by the Client. The Supplier is solely responsible for the preparation and archiving of records of such deliverables and performances, and shall bear expenses incurred in the course of performing services under the Agreement.

3. Documents, safety devices, industrial property rights

3.1 Storage, assembly, operating instructions and any necessary safety devices are integral part of the price of the Agreement and shall not be invoiced additionally. This shall also apply to documents that are required for the maintenance and repair of the delivery item.

3.2 The Supplier shall furnish documentary evidence of origin requested by the Client with all the necessary data, duly sign it and make it available free of charge without delay upon request by the Supplier.

3.3 Implementation records, in particular drawings, jigs and fixtures, tools, models, etc., which the Client handed to the Supplier for the implementation of the order or which were made in accordance with the instructions of the Client and paid for by the Client, shall remain the property of the Client. The Supplier shall use them only for the purposes agreed upon under the Agreement and they shall not be made accessible to third parties without the prior written approval of the Client. After the order has been carried out, the above-mentioned items handed to the Supplier by the Client shall be returned to the Client without exception.

3.4. Furthermore, all results (patentable or not, copyrights, rights to trademarks, drawings and models, databases, know-how and all other intellectual property rights), such as in particular, inventions, software, plans, technical notes, drawings, designed or implemented by the Supplier under an order, whatsoever be the form, shall become the exclusive property of the Client upon creation

3.5 The Supplier guarantees that all deliveries are free of any proprietary rights of third parties and that in particular, the industrial property rights, licenses and copyrights or other patent rights of third parties are not infringed by the delivery and use of the delivery items.

3.6 The Supplier shall guarantee and indemnify the Client and its Clients against all claims by third parties, arising from any infringements of industrial property rights and shall undertake to assume all consequences and financial penalties that may arise against the Client in this context.

4. Dates, contractual penalty, non-execution

4.1. Agreed delivery dates and periods are binding. The receipt of the shipment or the provision of the works and services free of defects at the delivery point indicated by the Client, within the prescribed delays is an essential condition to the Client's commitment

4.2 A delay penalty shall become due in case of Supplier's default or delay on a contractual date or period. The delay penalty shall be zero point two (0.2) % of the net value of the order per calendar day of the delay, ceiled at ten (10) % of the net value of the order, for the same order. The Client however reserves the right to claim further damages.

4.3. The acceptance of a late delivery or late works and services shall not contain a waiver from the Client of claims for compensation. The Client shall automatically terminate without prior legal formality and on wrongs of the Supplier, all or part of the order, in case of inability or refusal of the Supplier to execute the order, or in case of breach by the latter to this Agreement, after formal notice by registered letter with return receipt addressed without reply within a period of fifteen (15) days, without prejudice to damages that might be claimed by the Client. The Client may also execute the order by a third party at the expense of the Supplier.

4.4 The Supplier shall notify to the Client any identifiable delays to deliveries immediately. The Supplier shall only rely on the lack of necessary documents to be supplied by the Client, in case it had sent a written reminder to obtain the documents and did not receive them within a reasonable period.

4.5 The Client may terminate this Agreement automatically and without prior legal formalities if objective elements lead it to reasonably deem the Supplier is not capable of complying with its obligations as planned in the Agreement. The Client and the Supplier may equally automatically and without prior legal formalities terminate the Agreement in case of disruption of economic circumstances or in case of force majeure over a period of more than sixty (60) days.

4.6. The Supplier may terminate the order in case of non-payment by the Client, in conformity with the Agreement, after formal notice by registered letter with acknowledgment of receipt to remedy without reply within forty-five (45) days.

5. Warranty, guarantee, liability claims

5.1 The Supplier guarantees that all deliveries will be in conformity with the agreed specifications, in particular with the latest accepted engineering standards, any applicable national and international statutory requirements, including any rules and regulations by authorities, trade bodies and professional associations.

In case the Supplier has any misgivings regarding the type of implementation desired by the Client, it shall inform the Client without delay in writing.

5.2 The Supplier agrees, to the extent that this is economically and technically possible, to use environmentally-friendly products and processes for its. Upon request by the Client, the Supplier undertakes to issue a certificate of inspection for the delivered goods free of charge.

5.3 The Client undertakes to notify the Supplier without delays and in writing all apparent defects upon receipt of the service / works and not later than within five (5) working days of receipt or acceptance by the Client.

5.4 Following a request by the Client, the Supplier shall, without delay and free of charge (and including all ancillary costs) remedy all defects that may be the subject of complaints during the warranty period. Such defects shall also include the non-achievement of guaranteed data and the lack of warranted qualities. The Client shall be free to choose the type of remedy, i.e. repair, replacement of the defective parts or a replacement delivery.

5.5. The Supplier shall in particular bear all expenses in connection with the detection of the defect and its remedy, in particular inspection costs, costs of dismantling and assembling, freight charges, transport costs and the costs of labor and materials. This shall also apply if the expenses increase as a result of a mistake in the place of the delivery.

5.6. If necessary, the Supplier shall carry out repairs or new deliveries in multishift operations or during overtime or on public holidays, provided that this is necessary with regards to the needs of the Client.

5.7. After the unsuccessful expiry of a reasonable time limit set by the Client for repair or a replacement delivery, the Client may retain the payment of due amounts until effective replacement of the defective parts.

5.8. In case the non-fulfilment or defective performance is limited to a definable part of the service, the Client may terminate only one part of the Agreement, corresponding to the un-achieved or defective deliveries. In this case, the Client reserves the right to claim damages.

5.9. The statutory warranty periods shall apply, unless otherwise agreed in writing. Any such period shall commence upon the transfer of ownership of the delivery item (upon delivery to the Client or to a third party designated by the Client) at the agreed location. As to installations, machinery and plants, the applicable warranty periods shall commence on the date of acceptance referred to in the Client's written statement of acceptance. In case the acceptance is delayed for reasons beyond the Supplier's control, the applicable warranty period shall commence upon the provision of the delivery item to the Client.

5.10. For deliveries or parts thereof, which cannot be used by the Client during the period in which the defect is examined and/or remedied, the current guarantee period shall be extended by the period of interruption of use. For repairs or replacement deliveries or parts thereof, the warranty period shall commence again after transfer of ownership (delivery of the spare part).

6. Quality assurance, product liability

6.1 The Supplier agrees to subscribe to a solvent insurance company, and maintain enforced for the duration of the Agreement, the insurance policies required for its activity, in compliance with laws in force. It agrees to send to the Client, upon request of the latter, an attestation from its insurer, as a justification of its subscription to an insurance policy and the amount of guarantees granted, corresponding to its corporate purpose and the purpose the Agreement.

6.2 The factory inspections carried out by the Supplier shall comply with the Client's technical specifications. The Supplier agrees to keep the records of all inspections and tests carried out and to provide all tests, measuring and inspection results for ten (10) years. The Client may inspect these documents at any time and make copies.

6.3 Unless otherwise agreed, the Supplier shall add its name on delivery items in such a way that they are permanently recognizable as its products.

6.4 In case claims are made against the Client for a breach of official safety regulations, legal provisions on products liability in France and/or abroad or due to the defectiveness products that is attributed to the Supplier, the Client shall be entitled to demand compensation from the Supplier for the damages incurred, insofar as they were caused by the products provided by the Supplier. These damages also include the costs related to a precautionary products recall. As far as this is possible and reasonable, the Client shall inform the Supplier of the contents and scope of the recall measures, and shall provide the Supplier with an opportunity to comment on such measures.

In addition, the Supplier shall maintain an adequate insurance against all risks under product liability, including the recall risk and, at the Client's request.

6.5 The supplier shall provide the Client with a certificate of its insurer, proof of its subscription to the policy and the amount of guarantees granted.

7. Invoicing, payment

7.1 Invoices shall be issued separately to the Client, in duplicate with all the appropriate documentation and data after the delivery/service or works and services. Invoices that are not duly issued shall be deemed to be received by the Client on the date they are corrected.

7.2 Payments shall be made by check or wire bank transfer within thirty (30) days. A discount of 2% shall be granted by the Supplier in case of payment before the maturity date on the invoice. Deliveries ahead of schedule shall not affect an agreed date for payment.

7.3 Insofar as certificates of material tests are agreed, they shall form an essential part of the delivery or works and services, and shall be sent to the Client together with the invoice or not later than ten (10) days after receipt of the invoice. In these cases, the period for payment shall commence with the receipt of the agreed certificate.

7.4 The order placed under this Agreement may not be assigned in whole or even in part by the Supplier, unless prior and written consent of the Client.

7.5 With the exception of the Supplier being the subject of insolvency proceedings, the Client shall have the right to set off any amount due to the Supplier under this Agreement with any amount due by the Supplier to other companies that are affiliated with the TÜV SÜD Group.

8. Regulation

8.1 The Supplier hereby confirms its awareness of TÜV SÜD Code of Ethics available online at <http://www.tuv-sud.com/code-of-ethics>.

8.2 The Supplier hereby undertakes all necessary action in order to ensure that any of its employees comply with all applicable laws and refrain from any illegal activities within their professional activity. The Supplier hereby confirms to the Client that neither it nor any of its employees have committed any act in connection with this Agreement that may constitute an act of corruption, fraud, breach of trust, or any other act of violation of law and regulation, and the Supplier hereby undertakes that neither it nor any of its employees it shall refrain from all activities alike.

8.3 The Supplier hereby represents and warrants herein to the Client that all necessary consents and authorizations have been obtained in view to providing services to the Client.

8.4. In the event of any violation of the provisions in this clause due to a fault attributable to the Supplier, the Client shall be entitled to terminate all negotiations with the Supplier and to terminate all contractual agreements with the Client. The Supplier hereby agrees to reimburse the Client for all damages arising from the violation of the clause, including those related to such third party claim.

8.5. The Supplier agrees to take appropriate technical and operational measures and in accordance with the state of the art, to ensure the confidentiality, integrity and security of information or data which it has access to, which have been assigned to it or which it has knowledge of, under the Agreement. The Supplier agrees to comply with all the provisions of the applicable legislation regarding the protection of personal data, including the Data Protection Act of January 6, 1978 on computers, files and liberties (hereinafter after "data Protection Act") and the Act on Trust in the Digital Economy of June 21, 2004. The personal data shall be used by the Supplier only for the purposes of implementing this Agreement.

9. Indemnity – Liability

The Supplier shall be solely liable and hereby undertake to defend, indemnify, and guarantee the Client, its employees, its subsidiaries, its employees and its clients from and against any and all claims, fees, demands, causes of action, damages, liabilities, losses and expenses, including attorney's fees, in connection with or arising from the execution of the Agreement, including any and all physical or material damages, direct or indirect (including, but without limitation to, loss of clients, shortfalls, loss of profits, reputational risks or third party claims).

The Supplier shall accept and assume the Client's active defense against claims encompassed by this provision.

10. Confidentiality

10.1 The confidential information ("Confidential Information") shall mean any/all technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, Clients, client's marketing, current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure, which has been exchanged under or in connection with the Agreement.

10.2. In addition to the above, Confidential Information shall also include, and the Supplier shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of

disclosure; and/or (b) disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.

10.3 The Supplier shall use the Confidential Information only in furtherance of and for the purpose of the Agreement.

10.4. The Supplier shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent of the Client. The Supplier shall satisfy the obligations provided under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

This Section imposes no obligation upon the Supplier with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of the Supplier; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Client; or (e) is independently developed.

10.6. This Section shall not be construed as creating, conveying, transferring, granting or conferring upon the Supplier any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this provision.

10.7. If there is a breach or threatened breach of any provision of this Section, the Supplier acknowledges that the Client shall have no adequate remedy in money or other damages, and accordingly, the latter reserves the right to conduct an injunction proceedings to stop the disorder.

10.8. Provisions of this Section shall apply under the duration of the Agreement and for a period of ten (10) years as of the completion thereof.

11. Use of Trademarks, Licenses

11.1. The Supplier shall not use trade names, logos or trademarks of the Client without the prior approval in writing of the Client. The Supplier hereby waives any right, title, or interest in or any trade names or trademarks of the Client.

11.2. In the event the Client grants its approval, the Supplier shall strictly comply with the instructions related to the size, positioning and layout of the business name, trademarks or logos.

11.3. In the event the Client licenses materials to the Supplier, the Supplier shall not be entitled to grant sub-licenses, nor reproduce the provided materials, nor hand them over to third parties for use.

11.4. Effective as of the termination of the Agreement, the Supplier shall cease to use all of the Client's licenses, trademarks, marks, and trade names, if any. For any use beyond the duration of the Agreement, the Parties shall both in good faith negotiate the payment of additional fees.

11.5. The Supplier recognizes the exclusive rights, titles and interests of the Client, with regards to all service marks, trademarks, licenses, and trade names used by the Client and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Client's rights, titles, and interests. The Client shall not be at the origin of any diminishment of value of said trademarks, licenses or trade names through any act, omission of act, or representation. The Supplier shall not apply for, acquire, or claim any right, title, or interest with regards to any such service marks, trademarks, licenses, trade names or others that may be confusingly similar to any of them, through advertising or otherwise.

11.6. Provisions of this Section shall apply under the duration of the Agreement and for a period of ten (10) years as of the completion thereof.

12. Conflict of Interests – Non-competition

12.1 During and after the term of the Agreement, the Supplier shall refrain from achieving or engaging in any activities which might raise any negative effects to the interests of the Client and the TÜV SÜD Group.

12.2 For the entire duration of the Agreement and for a period of two (2) years after this, the Supplier undertakes not to enter into contracts nor engage with a competitor of the TÜV SÜD Group, as specified that for the needs of that clause, a competitor of the TÜV SÜD Group means any company and / or natural person exercising an activity in the Analysis, Test and Inspection sector, and / or the Technical Studies sector. Furthermore, the Supplier undertakes not to encourage existing and potential customers to i) terminate an existing contract or break a relationship with the TÜV SÜD Group; or ii) enter into a new contract with a company other than the TÜV SÜD Group.

12.3 The Supplier hereby warrants to the Client that it does not currently represent or promote any services that compete with those of the Client. During the term of this Agreement and even after any termination thereof, the Supplier undertakes not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Client's reputation and/or interest.

13. Independent Supplier

13.1 The Supplier's relationship with the Client shall be that of an independent Supplier and no provision of the Agreement should be construed to create a partnership, joint venture, agency or employer-employee relationship between the Client and Supplier. The Supplier is not agent of the Client and is not authorized to negotiate any contract for or on behalf of the Client, make any representation, contract, or commitment on behalf of the Client without prior approval in writing of the Client.

14. Enforceability and Good Standing

The Supplier represents and warrants to the Client that:

14.1 this Agreement has been duly read, signed and accepted by it and constitutes legal, valid and binding obligation of it, which is enforceable against it in accordance with the terms and conditions hereof and the signatory has authority to do so;

14.2 the Supplier is a legally existing corporation with all requisite power and authority to execute and deliver this agreement and to perform its obligations under or in connection with the Agreement under the laws of the Republic of France. The Supplier represents and warrants that, there is no suit, action or litigation, administrative, arbitration, or other proceeding or governmental investigation pending or, to the knowledge of the Supplier, threatened which might, severally or in the aggregate materially and adversely affect the financial condition or prospects of the Supplier.

15. Foreign trade

The Supplier shall inform the Client immediately, in case any deliverable or performance is subject, in whole or in part, to export restrictions under French foreign trade rules, EC-regulations or the terms of international embargos or export restrictions.

16. Severability

If any provision of this Agreement is deemed unlawful, unenforceable, that provision shall be removed only to the extent necessary, so that this Agreement shall otherwise remain in full effect and applicable.

17. Contract language

The language of the Agreement is French. Insofar as the parties to the Agreement use another language in addition, the French wording shall prevail.

18. Legal venue

The exclusive jurisdiction for all disputes arising out of or in connection with the Agreement is that of the registered office of the Client.

19. Applicable law

The Agreement and all legal relations arising from it shall be exclusively governed by, and construed in accordance with, the French laws. The rules of conflict of laws and the UN Convention on the International Sale of Goods (CISG) are expressly excluded.

20. Court Appearance

In case one of the Client's employees must appear before a court or pending at the request of the Supplier as an expert witness under the Agreement, the Supplier agrees to and shall pay the Client a corresponding compensation on the basis of the Client's rates in force for court appearance.

21. Notice

All notices, consents, requests, queries, approvals and other communications required or permitted to be given under this Agreement shall be deemed duly communicated if transmitted in writing and signed and / or on behalf of the party concerned, and issued by registered letter with acknowledgment of receipt to the address indicated in the order.

22. Entirety, Modification, and Non-waiver

This Agreement signed by both Parties constitutes the final, entire, complete and exclusive agreement between the Client and the Supplier with respect to the subject matter hereof, and supersedes any and all prior agreements, understanding, promises and representations concerning the subject matter hereof. No modification of, addition to or waiver of any of the terms of this Agreement shall be effective unless contained in writing signed by the parties. The Client's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. In this Agreement, clause headings are for convenience only and are not to be used in the interpretation of the Agreement.