

GENERAL TERMS AND CONDITIONS FOR PURCHASING



1. SCOPE

These general terms and conditions of purchase apply to all orders (supplies and services) carried out by ALLAGRO, its mother or sisters' companies and all its respective SUBSIDIARIES, and have the purpose of defining the relational terms of the purchasing transactions, applicable between:

ALLAGRO with all its subsidiaries, mother or sisters' companies and its respective subsidiaries and the Suppliers.

The term ALLAGRO, its mother or sisters' companies and its respective subsidiaries hereinafter "ALLAGRO". The term Supplier, hereinafter "Supplier" means any company receiving the ALLAGRO Orders, as well as any successors, assigned partner and/or authorized successors.

2. ORDERS

2.1. The term "Order" includes (but not limited to):

- (i) the specific conditions of the Order
- (ii) the technical specifications of the Order
- (iii) these General Purchasing Terms & Conditions
- (iv) any supporting documents.

The term "Special Conditions" means the Purchase Order or the Contract to which this document is attached. In some cases, the Order will be preceded by a Letter of Intent to Order allowing the Supplier to anticipate the final Order. In all cases, the conditions of the Final Order will prevail.

2.3. Acceptance of the Order shall be confirmed by the Supplier to ALLAGRO as soon as possible. If ALLAGRO does not receive confirmation of the order from the Supplier within a reasonable period of time, but at the latest after seven (7) calendar days from the date of sending the Order, ALLAGRO reserves the right to cancel the Order.

2.4. Any modification or addition to the initial Order, as well as any verbal agreements, must be the subject of a written confirmation from ALLAGRO to be enforceable against it.

2.5. The Order does not constitute acceptance by ALLAGRO of offers or proposals made previously by the Supplier. Any reference in the Order to such an offer or proposal shall in no case, whatsoever, constitute a modification of the terms of the Order, the latter taking precedence over those of any offer or proposal from the Supplier. Are also inoperable to ALLAGRO and deemed unwritten the General Conditions of Sale accompanying or appearing on the back of the various documents and / or supplier invoices.

2.6. Any comments, additions, remarks, corrections, reservations or deletions from the Supplier at the time of acceptance, after the acceptance or during the fulfilment of the Order, shall not be binding on ALLAGRO unless the latter has expressly consented in writing to it within ten (10) days of their receipt. In the absence of such express agreement within this period, ALLAGRO shall be deemed to have rejected such comments, additions, comments, corrections, reservations, or deletions. The above rules shall apply in the same manner to any amendment to the Order.

In the event of a conflict between the provision of the documents constituting the Order, the Order of priority shall be as set out above.

3. DELIVERIES

3.1. The prices indicated in the Special Conditions or the contract are firm and final and will therefore not be subject to any changes. The overall price payable to the Supplier includes all kind of taxes, duties and charges whatsoever, whether based on the use, purchase, sale of the Goods or Services. The

term "Goods" means the products referred to in the Special Conditions including in particular the raw materials, components, intermediate assemblies, tools and finished products, the Supplier undertakes to deliver to ALLAGRO in accordance with the terms of the Order. The term "Services" means the works, services, and support... referred to in the Special Conditions that the Supplier undertakes to perform for the benefit of ALLAGRO, in accordance with the provisions of the Order. No additional price or cost, of any kind, may be applied unless ALLAGRO expressly agrees in writing.

3.2. The Supplier undertakes to send the invoice in four copies to ALLAGRO immediately after delivery of the Goods or Services and mentioning the references of the Order. The invoice must be drafted and structured in such a way that a comparison with the Order and its verification are facilitated. Invoices for Work Services or for assemblies are accompanied by a timesheet, which will be confirmed by ALLAGRO. The invoice for Goods which require an import authorization shall include all necessary markings. ALLAGRO reserves the right not to process invoices that do not comply with these requirements, in particular those that do not include the Order references, and to return them to the Supplier. In such a case, the invoice is considered not to be presented. Except with the prior agreement of ALLAGRO the Supplier shall not assign its claims on ALLAGRO to a third party, commit them or make them subject to any legal act.

3.3. Unless otherwise agreed, ALLAGRO shall make payments within 60 days from the date of the full receipt of the Goods or Services by ALLAGRO, the attestation of the service made and the receipt of an invoice conforming to the stipulations hereof. The complete receipt of the Goods or Services also includes samples of materials, documents certifying the quality or other documents, if such an obligation has been agreed upon by the Supplier. ALLAGRO may delay payment until any defects are repaired. Payments are made by cheque or bank transfer, at the option of ALLAGRO. ALLAGRO shall at all times be entitled to set off the amounts payable by the Supplier in respect of ALLAGRO, with the sums to which ALLAGRO is liable to the Supplier in connection with the Order or any other Order placed between ALLAGRO and the Supplier.

4. INSURANCE

4.1. The risk transfer will be carried out: (i) for products to be installed or assembled, upon receipt, (ii) for products without installation or assembly, upon delivery to the place of use.

4.2. All deliveries must be accompanied by a delivery slip or packing list indicating with precision the contents of the shipment, the references of the Order and possibly all necessary indications relating to the rules of transport of Goods (for example the movement certificate, the certified declaration of origin, the State of origin).

4.3. Deliveries made by the Supplier directly to ALLAGRO are made by means of plain packaging and circulation documents on behalf of ALLAGRO. A copy of the circulation documents (delivery slip) must be given to ALLAGRO. Any damage resulting from a packing defect is the responsibility of the Supplier. In the event of delivery of Dangerous and Fragile Goods, the Supplier undertakes to comply with the applicable legislation, especially the ones relating to the manufacture and marking of packaging and means of transport.

5. PROPERTY OF ALLAGRO

5.1. Unless otherwise agreed in writing by ALLAGRO, all tangible and intangible property of any kind, including but not limited to tools, equipment, models, calculation notes, plans, software, know-how, which are provided by ALLAGRO to the Supplier or which are financed by ALLAGRO, including if they are replaced, as well as any equipment fixed or attached thereto, are and will remain the exclusive property of ALLAGRO. These goods and, as far as possible, each of the articles comprising them, must

be clearly marked or appropriately identified by the Supplier as being the property of ALLAGRO and must be stored securely and separately from the Supplier's assets. The Supplier shall use the property of ALLAGRO only for the performance of the Order binding it with the Supplier, with the exception of any other use and any right to reproduce such property. The Supplier may not replace these goods with any other. These assets, as long as they are in the custody and control of the Supplier, will be held at the risk of the Supplier, will be insured at its exclusive expense for an amount equivalent to their replacement cost (any compensation to be paid directly to ALLAGRO and may be recovered by ALLAGRO upon the latter's written request, in which case the Supplier shall, at its exclusive expense, prepare the goods for shipment and return them to ALLAGRO in the same condition as that in which they arrived, except for reasonable wear and tear. The Buyer grants the Supplier a license to use the goods as defined in this article for the sole performance of the Order. This license may in no case be transferred and the Buyer may terminate it at any time for any reason whatsoever.

5.2. ALLAGRO holds the exclusive right to intellectual property rights over the ideas, inventions, strategies, drawings, models, plans created during the fulfillment of the Order. The Supplier hereby transfers the said intellectual property rights to ALLAGRO in any country, for design purposes, manufacture and marketing of all tangible and intangible products involving the use of such rights in any country.

5.3. If the Supplier, without the prior written permission of ALLAGRO, creates or produces for sale to a person other than ALLAGRO property similar to, or capable of being substituted or repaired by, ALLAGRO, ALLAGRO shall require the Supplier to establish irrefutable proof that neither the Supplier, nor any of its servants, nor any of its representatives, nor any person acting on its behalf, has used, in whole or in part, the property of ALLAGRO, for the creation and/or production of such similar or substitutable property to that of ALLAGRO, or for the repair thereof.

6. DELIVERY TIME, PENALTIES FOR DELAY

6.1. The Special Conditions or the contract specify the dates of execution of the Order and in particular: (i) the date(s) fixed for the start and conduct of the operations that contribute to its completion; (ii) the date(s) of completion of the Order. Any period fixed in the Special Conditions, or the contract is imperative and begins to run the day following the day of the operative event. The Supplier must inform ALLAGRO in a timely manner of any event that may affect the performance of the Order.

6.2. The Supplier shall be fully responsible for any delay in delivery, and shall bear all harmful consequences, direct or indirect, without prejudice to the right of ALLAGRO, if the delay exceeds a period of 5 days:

a) apply late interest to the Supplier, at the rate of %1 of the total Order amount, per calendar day of late receipt of the Goods or Services, without it being necessary for the delay to be consequential to the Supplier's wrongful conduct and without requiring proof of actual harm. Penalties are capped at %10 of the total amount of the order.

b) to request the resolution of the sale at the Supplier's fault.

6.3. ALLAGRO does not, under any circumstances, have to justify the reality of harm in order to withhold contractual penalties. Late payment penalties can never be considered as a lump-sum compensation or compensation for damage suffered by ALLAGRO, the latter reserving the right to claim additional damages from the Supplier, compensation for the entire damage suffered as a result of such delay. If, due to the Supplier's delay, ALLAGRO is liable for compensation to third parties, ALLAGRO reserves the right to pass on all or part of such compensation to the Supplier.

6.4. Failure of delivery by the Supplier, in whole or in part, would automatically result in the retention of the price by ALLAGRO, until the complete delivery of the ordered products, or, if the price has already been paid, in whole or in part, immediate refund of the sums paid in this respect by ALLAGRO to the Supplier.

7. PLANS, AMENDMENTS

- 7.1. Verification or approval of plans or other tracking documents, report, by ALLAGRO will in no case relieve the Supplier of its obligation to comply in its capacity as a professional with the responsibilities and guarantees incumbent upon it under the Order.
- 7.2. ALLAGRO may, at any time and in writing, modify the following: (a) the subject-matter of the Order, and in particular the plans, drawings or specifications applicable to the Goods to be delivered when they are manufactured specifically for ALLAGRO; (b) the method of shipment or packaging, (c) the date and place of delivery or delivery, (d) the amount of goods supplied by ALLAGRO, (e) the quality or (f) the quantity. Any claim from the Supplier must be received within five (5) days from the date of receipt by the Supplier of the change request. After this period, no claim and/or objection by the Supplier may be accepted by ALLAGRO. This claim should only relate to the direct costs, reasonably estimated and which are the direct consequence of the change request. Any amendment may be made only by an amendment duly signed by both parties.

8. INSPECTION

- 8.1. All goods and equipment having any relation to the Goods and Services (including but not limited to raw materials, spare parts, intermediate assemblies, work in progress, tools and finished products) may be inspected and tested by ALLAGRO, subject to reasonable notice at any time and place, including at the places where the Goods are manufactured or where the Services are performed, whether these places are at the Supplier's premises, its suppliers' premises or in any other place, in order to ensure: (i) the quality of the work, (ii) compliance with the specifications of ALLAGRO, (iii) compliance by the Supplier with its commitments.
- 8.2. If an inspection or test is carried out on the premises of the Supplier or one of its suppliers, the Supplier shall provide, at no additional cost to ALLAGRO, all facilities, assistance and information necessary to ensure the safety and comfort of inspectors in the performance of their duties. The Goods and/or Services must be performed in accordance with the Order. Their proper completion and completion, in accordance with good engineering practice, standards and specifications, must be the subject of a statement signed by ALLAGRO and the Supplier in both official languages and, where appropriate, a receipt report.
- 8.3. The acceptance or refusal of the Goods and/or Services must, unless otherwise stated in the Special Conditions, take place as soon as possible after delivery but the fact of not inspecting, accept or refuse the Goods and/or Services or not to detect any defects during the inspection does not relieve the Supplier of his responsibilities as regards Goods and/or Services which do not conform to the uses for which they are intended and requirements of the Order and does not bind the responsibility of ALLAGRO.
- 8.4. The Supplier shall provide and ensure the maintenance of a system of inspection and control of processes acceptable to ALLAGRO covering the Goods and/or Services. The records of all inspection work carried out by the Supplier must be kept in their entirety and made available to ALLAGRO during the period of execution of the Order and during the ten (10) years following the execution of the said Order. The Supplier shall authorize representatives of ALLAGRO to visit the premises where the Order is executed, for the purpose of recording the state and progress of production.
- 8.5. If specific inspection points of ALLAGRO are provided for under this Order, the goods will not be dispatched without an authorization or written waiver by a person authorized by ALLAGRO in respect of such inspection. However, ALLAGRO will not be permitted to delay shipment without cause, and the Supplier will notify ALLAGRO in writing at least twenty (20) days before each of the final and, where applicable, intermediate inspection points, planned. The final inspection of ALLAGRO, which will include the acceptance or refusal of the goods, will be carried out as soon as possible after delivery, unless otherwise specified in this Order.

9. CONFORMITY - QUALITY OF PRODUCTS

9.1. If any of the Goods or Services proves, before the expiration of the warranty period, to be defective or not in conformity with the requirements of the Order (including applicable plans or specifications), whether this defect or this non- defect compliance affects a supply of the Supplier or one of its direct or indirect suppliers, ALLAGRO, without prejudice to any other rights and remedies available to it under the law or the Order, may, at his discretion and if he considers it appropriate:

- a) cancel the Order without notice or compensation for ALLAGRO
- b) refuse and return these Goods and/or Services at the expense of the Supplier
- c) take the necessary measures to repair defects and/or bring the Goods and/or Services into conformity with the requirements of the Order, in which case all costs and expenses incurred by ALLAGRO, including material and handling costs determined and assessed by ALLAGRO, will be borne by the Supplier
- d) to withhold a total or partial payment
- e) to require the Supplier to make again, at its exclusive expense, the defective part of the Services performed and/or require the Supplier to replace the Non-compliant Goods with Goods conforming to the Order. The Supplier must carry out, at its own expense, all tests required by ALLAGRO in order to ensure compliance with the Order.

9.2. In addition, the Supplier shall be deemed to be fully liable, in respect of ALLAGRO, for any harmful consequences of any failure to comply with and to the quality of the Goods or Services delivered, in both qualitative and quantitative terms, and undertakes, as a consequence, to compensate it in full for any damages which may result therefrom. Failing this, ALLAGRO will be entitled to carry out these interventions or to use a third-party company to do so, at the Supplier's exclusive costs and risks. In such a case, the Supplier may not invoke the intervention of ALLAGRO, or a third party to limit or exclude its liability under this guarantee. The Supplier shall also bear all costs incurred by ALLAGRO as a result of any intervention under the guarantee referred to in this article. Any part repaired or replaced, and any performance performed under this warranty shall be subject to warranty under the same terms as those stated above, for a period of twenty-four (24) month after repair or replacement of the part or after performance of the service.

10. GUARANTEES

10.1. The Supplier guarantees (i) that the Goods and Services provided directly by the Supplier or one of its direct or not subcontractors in application of the Order will be strictly in accordance with the provisions of the Order, as well as with the specifications, plans and documents referenced therein or subsequently communicated to the Supplier by ALLAGRO; (ii) that the Goods will be manufactured and delivered and that the Services will be performed properly, in accordance with applicable professional practices and standards and in strict compliance with the law; (iii) the Goods and Services will be free of any defects in design, material, manufacture, construction or installation; (iv) the equipment and supplies materials to be supplied by the Supplier at the end of the Order will be new, and consistent with the use for which ALLAGRO provides them; (v) that all Goods sold and Services performed in connection with the Order will not be the subject of any claim by third parties, of any kind whatsoever. If such a third-party claim occurs, the Supplier undertakes to settle this claim, within thirty (30) days, at its own expense (unless this claim is the result of a proven fault on the part of ALLAGRO which would prevent the Supplier from executing its guarantee).

10.2. Unless otherwise stipulated in the Special Conditions or in the contract, the guarantees set out below before will apply to the benefit of ALLAGRO and its assigns for a period of 24 months from the date of delivery of the Goods or of performance of the Service, to which should be added any delay due in particular to the failure to compliance of the Goods or Services with the Order.

- 10.3. Without prejudice to any other rights and remedies available to ALLAGRO, its customer or their assigns or successors under the Order or the law, ALLAGRO may, at its discretion and at the sole expense of the Supplier, under this contractual guarantee: (i) reject and return these Goods and Services, (ii) require the Supplier to replace any equipment or material that is required to be supplied by the Supplier under the terms of the Order and that would prove to be defective; (iii) require the Supplier to carry out any repairs, modifications, adjustments or adjustments necessary to comply with the provisions of the Order (packaged material, handling, reassembly, all transport and personnel costs included, etc.).
- 10.4. Any attempt on the part of the Supplier to modify, limit, exclude or restrict the rights of ALLAGRO and their assigns under this guarantee, whether at the time of acceptance or during execution of the Order, shall be deemed null and void, unless expressly agreed in writing by ALLAGRO.
- 10.5. In addition to this contractual guarantee, ALLAGRO shall be entitled to the guarantee of hidden defects in accordance with Article 1641 and following of the French Civil Code, and any other legal guarantee.

11. RESPONSIBILITY AND INSURANCE.

The Supplier must take all necessary precautions to ensure that no person or property will be harmed or damaged during the performance of the Order. Except for gross negligence exclusively attributable to ALLAGRO, the Supplier shall remain liable for any direct or consequential damage, material and intangible which would result, directly or indirectly, from an act or omission of the Supplier, its representatives, employees, subcontractors or suppliers and undertakes to assume, at its sole expense, the defense of the interests of ALLAGRO in any proceedings brought against it. In addition, the Supplier undertakes to indemnify ALLAGRO from any damages awarded against it in such proceedings, as well as all costs incurred by ALLAGRO to ensure its defense. The Supplier undertakes to subscribe to and maintain in force with a reputable insurance company, insurance covering as far as possible its civil liability and guaranteeing it of all the risks it may incur and of all the damages it may cause in the performance of the Order. The Supplier must be able at any time to justify to ALLAGRO the underwriting of such insurance.

12. SUSPENSION, CANCELLATION

- 12.1. ALLAGRO may at any time, by sending a written notice to the Supplier, suspend the manufacture or shipment of all or part of the Goods or suspend the performance of all or part of the Services. This notice of suspension will indicate the effective date of the suspension and its estimated duration. Upon receipt of this notice, the Supplier must adequately protect all work in progress, as well as the materials, supplies and equipment used or held by the Supplier.
- 12.2. in connection with the execution of the Order. At the request of ALLAGRO, the Supplier must provide as soon as possible copies of its Purchase Orders and ongoing subcontracting contracts concerning the goods, equipment and/or Services relating to the works and must take the measures indicated to it by ALLAGRO in respect of these purchase orders and subcontracts. ALLAGRO may at any time order the resumption of all or part of the work suspended by sending a written notice to the Supplier indicating the effective date and the nature of the work to be resumed, and the Supplier shall resume diligently the execution of the work for which the suspension has been withdrawn, on the indicated effective date. Any claim by the Supplier regarding changes in prices or deadlines, due to suspensions and withdrawals of suspensions will be examined pursuant to Article 7.2 of this Agreement. In the event of a suspension lasting more than three (3) months, it is up to the Supplier to present in detail the costs caused by the period exceeding three months, but not those relating to the shortfall. The Supplier may

only request compensation for these justified costs. The Supplier may not claim any compensation in the event of a suspension of a shorter duration or for the first three months.

12.3. ALLAGRO may, at any time during the execution of the Order, cancel all or part of the Order, without having to justify its reasons. In such a case (without the Supplier's fault or the Supplier's deteriorated financial situation), the Parties will negotiate, pursuant to Article 7.2, the compensation allocated to the Supplier on the basis of the costs identified by the latter within 30 days of the notification of cancellation, unless the Parties have agreed in writing on the terms of settlement of such cancellation.

13. BREACH

Compliance with deadlines for ALLAGRO is an essential condition of the Order. Except in the case of Force Majeure, ALLAGRO shall be entitled to terminate the Order under the following circumstances: (i) if the Supplier does not comply with the deadlines indicated in the Order as amended by the written agreement of ALLAGRO, or (ii) if the Supplier is delayed in executions such as to compromise the performance of the Order in accordance with its terms, or (iii) if the Supplier does not comply with any of the provisions of the Order. This termination will take effect as of right if the Supplier has not fully remedied its default within ten (10) days (or any other period agreed in writing by ALLAGRO) following receipt of a demand to comply addressed to it by ALLAGRO & ITS SUBSIDIARIES. In the event of termination, ALLAGRO may obtain, on such terms and conditions as it deems appropriate, Goods and Services similar to those subject to termination. The Supplier shall continue to carry out the work not terminated by the Order and shall be liable to ALLAGRO for any additional costs incurred by it in obtaining supplies and services similar to those terminated. As an alternative to termination, ALLAGRO may, if it deems it appropriate, decide to extend the delivery periods and/or ignore the Supplier's other defaults, a fair reduction in the price of the Goods and/or Services concerned. Should the Supplier, for any reason, consider that it will be difficult for it to meet the expected delivery date or the other requirements of the Order, it must notify ALLAGRO in writing as soon as possible. If the Supplier does not respect the delivery deadline set by ALLAGRO, the latter may require delivery by faster means and the costs related to the alternative transport must be fully paid in advance and borne by the Supplier. The rights and remedies of ALLAGRO provided for in this article are not exclusive and are in addition to the other rights and remedies provided by law or under the Order.

14. DEGRADED FINANCIAL SITUATION

Any judgment instituting a judicial recovery or liquidation against the Supplier must be immediately notified by the latter to ALLAGRO. The Order may be terminated automatically at any time by ALLAGRO, subject to notice of five (5) days sent to the Supplier in the event that the Supplier makes a debt assignment without the prior written agreement of ALLAGRO, or in the event that ALLAGRO considers that the Supplier's financial situation may jeopardize or make it difficult for the Supplier to fully fulfil its obligations under the Order. In the event of judicial liquidation, the termination of the Order is automatically acquired unless the judgment expressly authorizes the continuation of the Supplier's activity. In the absence of agreement on the measures to be taken and if the situation of force majeure continues for more than 60 days from the date of its notification, ALLAGRO has the right to terminate, as of right, all or part of the Order with formal notice. The Supplier waives in advance any claim for compensation from ALLAGRO as a result of the decision taken by ALLAGRO under this article. In such a case, however, the Supplier will be paid by ALLAGRO for the value (calculated in proportion to the Order) of the Goods and Services which, prior to such termination, have been completed and delivered to ALLAGRO, provided that these Goods and Services comply with the requirements of the Order.

15. DIVESTMENT AND SUBCONTRACTING

- 15.1. The transfer of part of the Supplier's rights and obligations (including by change of control) under the Order will require the written and prior agreement of ALLAGRO or risk absolute nullity.
- 15.2. The Supplier may subcontract the execution of part of the Order subject to obtaining: (i) the prior and written agreement of ALLAGRO on the choice of subcontractor. To do so, the Supplier will have to provide ALLAGRO with the subcontractor's social, banking or postal references; (ii) the prior and written agreement of ALLAGRO on the content of any subcontract that the Supplier plans to enter into (prices may be changed if the subcontracted work is paid on a flat-rate basis under the Order), with the understanding that the subcontracts entered into by the Supplier will have to be consistent and in accordance with the terms of the Order. ALLAGRO reserves the right to contact the Supplier's subcontractors directly to discuss the progress of the work they are doing and if ALLAGRO deemed necessary, these contacts can be maintained to ensure the progress of the work. In the event that ALLAGRO is forced to pay directly to a subcontractor or supplier, direct or indirect, of the Supplier, ALLAGRO will be allowed to compensate the sums thus settled with those that remain owe it to the Supplier. The Supplier is required to inform its own suppliers and subcontractors of any provisions of the Order that apply to their obligations. The subcontractor's approval does not relieve the Supplier of its contractual obligations and responsibilities.
- 15.3. In addition, the Supplier will obtain for ALLAGRO, unless otherwise written instructions, a written statement from the assignee, subcontractor and/or supplier of the Supplier, acknowledging its commitment to act in accordance with the rules of the code of ethics of ALLAGRO, and to submit on an ad hoc basis to site inspections carried out by ALLAGRO.

16. COMPLIANCE WITH EXISTING LAWS

The Supplier will be in the process of obtaining and maintaining, at its own exclusive expenses, permits and authorizations of any kind of necessary documents for the execution of the Order. The Supplier undertakes, in the context of the execution of the Order, to strictly comply with the laws, regulations, decrees, decrees and other texts applicable to it and which are applicable to its activities in general and to Goods and Benefits in particular. In addition, the Supplier will have to comply with industry practices, including the skills, diligence, prudence and foresight that can reasonably be expected of a competent Supplier who performs the same type of business in similar circumstances and in a manner consistent with all applicable provisions and generally accepted international standards applicable.

17. CONFIDENTIAL INFORMATIONS AND DIVULGATION

- 17.1. Confidential information: The Supplier undertakes to maintain the confidentiality of the technical or business information provided to it by ALLAGRO under the Order and refrains from disclosing, directly or indirectly, this information to any third party without the written and prior consent of ALLAGRO. In addition, the Supplier undertakes: (i) not to use this information for purposes other than the perfect execution of the Order, (ii) not to make or allow copies of this information to be made unless previously agreed by ALLAGRO. Any reproduction of this information duly authorized by ALLAGRO must contain a reminder of the provisions of this article, (iii) to make any necessary arrangements to its staff and to persons and/or companies with whom it is in contact in order to ensure that this protection is respected. As soon as the Order is completed or terminated, the Supplier will have to

return all documents and copies of documents containing this information to ALLAGRO as soon as possible. Any information and know-how relating to Goods or Benefits that the Supplier has communicated or will communicate to ALLAGRO will not be confidential. Unless ALLAGRO expressly agrees in writing they will become the entire property of the Buyer, without any restrictions of any kind.

17.2. Communication: The Supplier refrains from making any communication (except exclusive internal use necessary for the successful completion of the Order), disclosing any information relating to the Order (in whole or in part) and/or the existence of a commercial relationship with ALLAGRO, to any third party, without having obtained the express and prior agreement of ALLAGRO.

18. FORCE MAJEURE

If the execution of this Order is delayed as a result of a force majeure event with the character of externality, irresistibility and unpredictability defined by applicable law and case law, the turnaround time will be changed therefore, provided that the victim of the force majeure event informs the other party by letter recommended with acknowledgement within five (5) days of the occurrence of that event, and takes all measures reasonable to minimize this delay. It is expressly agreed between the parties that the Supplier will not be able to claim compensation or revision of the Order's price in compensation for the costs of a force majeure.

19. APPLICABLE LAW, GRANT OF JURISDICTION

The Order is governed by Swiss law. Any dispute that cannot be resolved amicably will be the exclusive jurisdiction of the competent courts located within the purview of the head office of the concerned ALLAGRO entity.

20. RENUNCIATION

Any waiver of the benefit of any part of the provisions of the Order will only bear effect if it is found by a written letter signed by the Party concerned. The fact that a Party does not avail itself of a breach of any of the provisions of the Order will not constitute a waiver of the benefit of that provision and will not prevent that Party from subsequently invoking its benefit.

21. ENTIRE AGREEMENT

The Order (including the contractual documents to which it expressly refers) is considered by the Parties to represent the final, complete, and exhaustive expression of the commitments made by the Parties. The Order cancels and replaces all proposals, letters of intent and written or verbal agreements prior to its signing date. No prior business relationship or commercial use may be used for the interpretation of the Order. The total or partial nullity, whether absolute or relative, of any of the provisions of the Order will have no effect on its other provisions. All provisions or obligations stipulated in the Order, which by their nature or effect must or are intended to be observed, complied with or executed after the termination or expiry of any Order, will remain in force and will apply to the benefit of the Parties, in particular, the provisions set out in Sections 5. 9. 10, 16,11 and 17.



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شركة الزراعات المتكاملة اول اجرو

Integrated Agriculture Company Allagro

 www.allagro.com.sa