

REF. 1072010

GENERAL TERMS AND CONDITIONS OF PURCHASE AND PROVISION OF SERVICES

1. Scope of the general terms and conditions of purchase and provision of services

These general terms and conditions of purchase apply to all orders for services placed by any company that is part of the EGGER group (hereinafter referred to as the “Purchaser”) in France. By accepting an order, the Service Provider agrees fully and unconditionally to be bound by these general terms and conditions, to the exclusion therefore of the Service Provider’s own terms and conditions of sale or of provision of services.

Any exception(s) to these general terms and conditions shall only apply if it/they have been expressly agreed to by the Purchaser.

Service Providers working on behalf of EGGER group companies undertake to comply with all applicable labour, social security and environmental regulations and legislation.

In this respect, Service Providers undertake, during the contract negotiation process, to:

- complete all procedures and formalities required by the authorities and to deliver evidence thereof to EGGER. In particular, the Service Provider shall provide all necessary documentation showing that it is up to date with payment of its social security contributions and dues, and has complied with its tax obligations and those relating to the employment of foreign workers,
- pass on any relevant information needed for the analysis of occupational risks and organisation of prevention of said risks if the service under consideration is to be rendered on the site of an EGGER group company.

Service Providers from outside France also undertake to complete all procedures, formalities and declarations required under French law prior to start up of work on an EGGER site in France, and to deliver evidence thereof to the contracting EGGER company.

Compliance with the requirements set out herein will be an essential and binding condition of the agreement, allowing EGGER group companies, should the Service Provider fail to meet its obligations, to break off the agreement without fault.

2. Environment – Energy

The EGGER group is engaged in implementation of an energy management system meeting DIN EN ISO 50001 requirements. Efficient management of energy helps organisations to make savings, reduce their energy consumption and address the issue of global warming. The

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EGGER group is committed to this approach and is keen to involve all of its service providers and suppliers in the need to make better use of energy in their business activities and at the very least, in those developed on behalf of EGGER group companies.

As a final point, the EGGER group is particularly careful to ensure that its service providers and suppliers comply with environmental standards, in accordance with DIN EN ISO 9001 and DIN EN ISO 14001.

Each company providing services for EGGER must provide evidence of their commitment to and support for said commitments by signing the Code of Conduct appended hereto

3. Quotation

If the Service Provider prepares a quotation, it must comply in every respect with the Purchaser’s request, and must make explicit mention of any divergence from that request. The quotation must be submitted free of charge and shall in no way constitute a commitment on the part of the Purchaser.

By submitting a quotation, the Service Provider acknowledges that it has the necessary technical, financial, human and skills resources to complete the order under the technical conditions stipulated and in accordance with the tax, social, and workplace health and safety regulations applicable in France.

Upon making its formal quotation, the Service Provider shall, within 8 days, request any information and/or additional details that it may need to finalise the order, particularly with respect to social and workplace health and safety regulations.

The Service Provider shall express in writing any reservations, requests for information, or specific technical or practical details needed to finalise the quotation.

Otherwise, it shall be deemed that the Service Provider recognises that it has enough information for proper fulfilment of the order.

4. Documents to be provided by all French Service Providers working on French sites:

A/ Documents to be provided before the contract is signed:

I. If the quotation is for an amount of more than €5,000 excluding VAT, the Service Provider undertakes to provide:

- a) In all cases: A statement issued by the social welfare organisation responsible for collecting social security contributions and certifying that all social declarations have been filed and all social contributions and dues paid, in accordance with Article L. 243-15 of France's Social Security Code (*Code de sécurité sociale*). This document must be no more than six months old (Articles D.8822-5-1 of France’s Labour Code (*Code*

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du travail) and D.243-15 of France’s Social Security Code (*Code de sécurité sociale*)).

- b) If registration on the *Registre du Commerce et des Sociétés* (Companies Register) or on the *Répertoire des Métiers* (Register of Trades) is mandatory, or if a regulated profession is involved, one of the following documents (Article D.8222-5-2 of France’s Labour Code (*Code du travail*)):

A copy of the entry on the Companies Register (known as the K or K-bis), issued by the Commercial Court Registry.

OR

An identity card proving registration on the Register of Trades.

OR

A quotation, publicity document or item of professional correspondence, provided that it shows the Service Provider’s name or corporate name, full address and registration number on the company or trade register or with a professional body, or the reference number of the accreditation issued to it by the relevant authority

OR

A receipt proving that all necessary documentation has been filed with a business start up centre for individuals or entities whose business is currently being registered;

- c) A list of the names of all foreign employees required to hold a work permit in France. This list must specify for each employee the date on which he/she was hired, his/her nationality, and the type and number of his/her work permit document. This list must be updated if, during the course of the contract, the Service Provider decides to employ on the project any foreign worker(s) not initially submitted for approval;

OR

Failing this, a sworn statement certifying that no foreign workers are employed.

- d) Companies in the building and public works sector shall ensure that their employees have their professional building and public works identity card in their possession at all times throughout the works.

II. Regardless of the amount of the contract, the Service Provider must provide the following before the contract is signed:

- a) All relevant information and documents to ensure the safety and protect the health of its staff and the staff present on the site while the service is rendered, and that will be

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useful in defining the service and drawing up the prevention plan.

- b) Current professional liability/indemnity insurance certificate
- c) These Egger terms and conditions of purchase, duly signed

B/ If the Service Provider renders services on the EGGER site for more than six months:

In such an event, you will be required to provide us with updated copies of the documents referred to in point A above, every six months; however, any information relevant to the prevention plan must be provided immediately so that the latter can be updated promptly.

5. Documents to be provided by all non-French Service Providers working on French sites:

A. Documents to be provided before the contract is signed:

I. If the quotation is for an amount of more than €5,000 excluding VAT, the Service Provider undertakes to provide:

a) In all cases:

- If liable for VAT: the individual identity number for VAT in France allocated by the Public Finances Directorate in accordance with Article 286 ter of France's General Tax Code (*Code général des impôts*) (VAT or intra-community VAT number)

OR

- In the case of sole proprietorship OR if the Service Provider is not required to have an individual identity number for VAT in France: a document showing its identity and address OR, if relevant, the contact details of its special tax representative in France.
- A document certifying that the Service Provider is in compliance with EC Regulation 883-2004 of 29 April 2004 or an international social security agreement (Article D.82-22-7 1-b of France's Labour Code) (**for Service Providers established in the European Union: A1 certificate of temporary posting for each employee concerned that is valid for the period concerned**)
- A document certifying that the Service Provider has filed all social declarations required and paid the requisite social contributions and dues, that is to say:
 - If provided for under the legislation of the country of domicile, a document issued by the organisation managing the mandatory social welfare system stating that the Service Provider is up to date with its social declarations and with payment of the

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related contributions and dues.

- o OR an equivalent document.
- o OR failing this, if the workers employed are declared in France, the statement certifying that all social declarations have been filed and all social contributions and dues paid, in accordance with Article L. 243-15 of France's Social Security Code (*Code de la sécurité sociale*).

b) If registration on a professional register is required in the country of establishment:

The Service Provider must provide one of the following documents dating back less than three months (Article D.8222-7 2 of France's Labour Code (*Code du travail*):

- A document issued by the authorities keeping the professional register or an equivalent document certifying registration
 - A quotation, publicity document or item of professional correspondence, provided that it shows the Service Provider's name or corporate name, full address and the type of registration on the professional register.
 - For businesses still being registered, a document **dating back less than six months** issued by the authority with which applications for registration on a professional register are filed, certifying that the application for registration on said register has been filed.
- c) A list of the names of all foreign employees required to hold a work permit in France. This list must specify for each employee the date on which he/she was hired, his/her nationality, and the type and number of his/her work permit document.

OR

Failing this, a sworn statement certifying that no foreign workers are employed.

- d) For businesses in the building and public works sector: the Service Provider undertakes to apply for a professional building and public works identity card for each of its workers from the *Congés Intempéries BTP- Union des Caisses Françaises* organisation on the following website: [https : // www.cartebtp.fr](https://www.cartebtp.fr) and to ensure that each employee has his/her identity card in their possession at all times throughout the works.

II. Regardless of the amount of the contract, the Service Provider undertakes to provide the following before the contract is signed:

- a) All relevant information and documents to ensure the safety and protect the health of

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its staff and the staff present on the site while the service is rendered, and that will be useful in defining the service and drawing up the prevention plan.

- b) Current professional liability/indemnity insurance certificate
- c) These Egger general terms and conditions of purchase, duly signed

B. As soon as possible and at least 48 hours prior to start-up of work:

Regardless of the amount of the contract, the Service Provider undertakes to provide the following:

- a) Copy of the document appointing a representative in France to liaise with the French authorities in the event of an inspection relating to illegal work, and a copy of appointed representative's acceptance of said appointment.
- b) The declaration prior to temporary posting of staff submitted by the Service Provider and by any other companies involved in rendering the service covered by the contract, and a copy of the document certifying payment of the financial contribution to be paid when making the declaration.

Declarations prior to temporary posting of staff must be made electronically only via the following website:

<http://www.sipsi.travail.gouv.fr/>

The Service Provider shall send PDF copies of declarations made via the sipsi website concerning services rendered on the site:

- By its company,
- By all direct or indirect subcontractors and their co-contractors, if any,
- By all temporary work agencies, if any, supplying workers to the Service Provider or to any direct or indirect subcontractor or co-contractor,
- c) If a workplace accident occurs, the foreign service provider undertakes to report it to the French work inspectorate department covering the location where the services are being provided and to inform our company thereof at the same time.

C. If the services are rendered on our site for more than six months:

In such an event, the Service Provider will be required to provide us with updated copies of the documents referred to in point A above, every six months; however, any information relevant to the prevention plan must be provided immediately so that the

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latter can be updated promptly.

All documents are either to be drafted in French or accompanied by a translation into French (Article D.8222-8 of France’s Labour Code (*Code du travail*))

6. Orders

Orders and alterations to orders shall be made in writing. Verbal orders and orders placed over the phone shall only become valid once confirmed in writing by the Purchaser.

All orders and changes to orders must be acknowledged in writing by the Service Provider within 8 days of receipt thereof. Orders that have not been acknowledged within the agreed time limit may be cancelled by the Purchaser.

Orders or any part thereof may not be subcontracted out without the Purchaser’s express prior consent.

The Service Provider warrants that the supplies/services shall be provided in accordance with French and European standards of product and service reliability.

7. Period for delivery or performance

The period for performance of a service shall begin on the date set in the order and shall be binding. If the Service Provider has reason to believe that it will be unable to fulfil its contractual commitments or that it will be unable to do so within the agreed time limit, it shall promptly inform the Purchaser thereof, stating the reasons for the delay and its likely duration. Except in cases of *force majeure* or where the Purchaser’s express agreement has been given, the fact that the Service Provider informs the Purchaser of a delay shall not in any way alter the binding nature of the commitments entered into by the Service Provider.

In the event that the Service Provider fails to meet delivery or performance deadlines, the Purchaser shall be entitled, at its discretion, to cancel the order and to charge penalties at 5% of the price of the order per day of delay, up to a maximum of 20%.

8. Subcontracting

The Service Provider is not on any account authorised to sub-contract the service it has been asked to perform or any part thereof to any other legal entity or individual, unless it has first obtained EGGER’s written consent thereto and the sub-contractor has completed the requirements relating to prior declarations and disclosures to the EGGER group company concerned (stipulated in point 4 or 5 above).

The Service Provider shall at all times be liable and accountable for the proper technical performance of the service. It shall ensure compliance by its subcontractor with health and safety regulations and labour legislation, and with the pre-contractual requirements relating to declarations and disclosures to the EGGER company concerned, and, if it is established outside France, with the formalities and declarations to be made to the French authorities and to the EGGER company concerned prior to start-up of work (as stipulated in Articles 1-4 and

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5).

9. Terms of work

The Service Provider shall prepare a list of any documents and prior information it needs in order to be able to finalise the service rendered, and shall send said list to the Purchaser.

It shall expressly ask the Purchaser for said documents and information.

The Service Provider shall also inform the Purchaser of the measures needed to ensure the protection of its staff and of all staff present on the EGGER site while the work is carried out, and of goods present at the location where the service is performed.

A duly-authorized representative of the Service Provider shall take part in a joint inspection before the work is carried out and, if a prevention plan is required under current legislation, before said plan is finalised.

The Service Provider declares that it shall provide its staff with the training in safety procedures required for performance of the services and identified when drawing up the prevention plan. Members of the Service Provider’s staff rendering services on an EGGER site shall be supervised by a qualified professional.

The Service Provider’s representative shall at any time inform the Purchaser of adjustments to the safety measures that need to be implemented for performance of the service and shall take part in on-site meetings and joint inspections.

The Service Provider shall carry out its work with equipment belonging to it and shall be responsible and liable for the equipment used. The Service Provider declares that its staff are trained to use said equipment.

EGGER shall only provide equipment on an exceptional basis, the terms of which must be determined before the contract is signed.

The Service Provider shall perform its work with all due diligence to ensure full and proper performance of the services ordered by the Purchaser.

The Service Provider shall be the sole judge of the resources and methods it shall use to achieve this.

The Service Provider shall work independently and without interference, and shall be allowed complete freedom in organising the service it is to render.

The Service Provider shall be personally responsible for the insurance policies required for conduct of its business, including professional liability/indemnity insurance.

All costs connected with performance of its service shall be the responsibility of the Service

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Provider, which shall also pay all related social and tax contributions.

10. Warranty, complaints and liability

The Service Provider is responsible for the means and the conditions under which its service is delivered.

In this respect, it should be remembered that it has a duty towards its staff present on the site and an obligation to secure their safety.

At the same time, it has a duty towards the client and an obligation to achieve a specified result (technical performance guarantee).

The Service Provider confirms that it has the insurance policies required to cover the risks associated with its operations. The Service Provider warrants that the services rendered will be free from defects that might affect their value or usability, that they will meet the conditions stipulated in the order, the agreed quality standard and generally accepted technical practice, and that they will comply with the most recent measures introduced by the authorities, with device safety legislation, with current technical safety requirements and with health and safety and accident prevention regulations.

The services rendered shall be guaranteed for a period of five years after the date of completion of the services as indicated by the final acceptance report. This warranty shall cover parts and labour.

In the event of any failure in the performance of its service by the Service Provider and its subsequent failure to react to formal notice in this respect, the Purchaser reserves the right to carry out work to remedy the situation or have such work carried out by a third party of its choosing. The corresponding costs shall be payable by the Service Provider.

The Purchaser shall have the right to require payment of an advance from the Service Provider for such expenditure.

The Purchaser’s acceptance of the services rendered by way of the final acceptance report shall not release the Service Provider from its obligations.

The Service Provider agrees to hold harmless the Purchaser from and against any and all claims and demands that might be made by any third parties on the grounds of the flawed nature of the service rendered.

11. Pre-delivery checks and inspections

In the case of long-duration services, the Service Provider shall send detailed activity reports to the Purchaser at least once a week throughout the service performance period.

If checks or inspections are scheduled for the services rendered, the Service Provider shall pay

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all costs related to said checks or inspections other than the Purchaser’s staffing costs.

The Service Provider shall inform the Purchaser in writing that a service has been completed and is ready for inspection and shall agree on an inspection date with the latter. If services cannot be inspected on the scheduled date for reasons not of the Purchaser’s own making, the costs incurred by the latter for the purpose of carrying out the inspection shall be payable by the Service Provider.

If new inspections have to be scheduled or if further inspections have to be carried out following the detection of flaws, all costs connected therewith shall be payable by the Service Provider.

12. Insurance

The Service Provider shall, at its own expense, take out professional liability/indemnity insurance providing adequate cover for any damage that might be caused by its products, staff or representatives in consequence of the services rendered. The Service Provider shall, if so requested, submit documents to the Purchaser showing the sums insured per claim.

The purchase of a special Assembly-Testing insurance policy in addition to the liability/indemnity policy shall be subject to agreement between the Purchaser and the Service Provider on a case-by-case basis. Any machines, apparatus or tools supplied to the Purchaser on loan will be insured by the latter to cover common risks.

Any further liability for any loss of or damage to such machines, apparatus or tools shall be excluded, unless it has been caused wilfully by the Purchaser or through gross negligence.

13. Prices

If the Service Provider reduces its prices or improves its terms and conditions between the time when the order is placed and the time of delivery, it shall apply the prices, terms and conditions in effect at the time the service is performed. No price increases or additional charges may be applied to the order unless the Purchaser has agreed to them in writing before the invoice is drawn up. A credit note shall be issued to the Purchaser for the amount of any price increase or additional charge not agreed to by the latter.

In calculating its price, the Service Provider shall take into account the duration of the service to be performed, the circumstances of the case at hand and potential uncertainties. Unpredictability may not be used as an argument to justify a price change. Price changes may only be considered with the agreement of both parties.

14. Invoice and payment

The invoices sent to the Purchaser must comply with all regulations in effect at the time the order was placed.

Invoices must reflect the orders to which they refer. The terms used, order of items and prices
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indicated must be exactly the same. Details of any additional services provided or services not performed must be shown separately on the invoice.

The time allowed for payment shall start on the date agreed by the parties.

The seller's invoices must comply with the provisions of Article L.441-3 of France's Commercial Code (*Code du commerce*).

Payment by the Purchaser shall not be deemed to constitute acceptance by the latter of any prices, terms or conditions. The date on which payment is made shall affect neither the Service Provider's warranty obligations nor the Purchaser's right of complaint.

15. Set-off

The Service Provider authorises the Purchaser to set off amounts owed by the Purchaser against amounts owed by the Service Provider, for whatever reason.

The Purchaser shall send prior notice to the Service Provider before effecting any set-off. The Service Provider shall send any comments it may have about the set-off to the Purchaser within 8 days of receiving notice thereof.

16. Transfer of risk

The Service Provider shall bear the the risks associated with the works performed on-site until final acceptance of the completed work as recorded formally in a final acceptance report signed by both parties.

The transfer of risks shall be operated without prejudice to the Purchaser's right to lodge a claim under the terms of the guarantee to be met by the Service Provider in the event of fault, negligence, or on any other grounds within performance of services by the client.

17. Documentation / intellectual property law

All drawings, standards, specifications and other documents supplied by the Purchaser to the Service Provider for the purpose of the service to be performed, as well as all documents produced by the Service Provider according to special instructions from the Purchaser, shall remain the property of the Purchaser and shall not be used, copied or made available to third parties for any other purposes. They must be returned immediately on request to the Purchaser together with all copies and duplicates that may have been made. The Purchaser shall retain all industrial property rights in all documents supplied to the Service Provider.

The Service Provider shall consider the request for quotation, the order and all work therewith as trade secrets and consequently treat them as confidential. The Service Provider shall be accountable for any loss or damage suffered by the Purchaser as a result of failure to comply

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with this confidentiality undertaking.

The Service Provider shall provide the Purchaser with all all documents needed for discussion of the service to be provided. Any such discussion or any other kind of participation by the Purchaser shall have no impact on the Service Provider’s sole responsibility and shall not release it from any warranty or other obligation.

All documents of whatever kind needed by the Purchaser to use, install, assemble, process, store, operate, maintain, inspect, service or repair the object of the delivery must be provided in a timely and spontaneous manner by the Service Provider.

The Service Provider represents and warrants that it has or is able to obtain any licence, patent or other intellectual property right that might be required for fulfilment of its obligations under the order and that said right does not infringe the intellectual property rights of a third party. The Service Provider warrants that all fees and royalties needed for unlimited use of the order are included in the price.

Lists of spare parts must be drawn up in French and in English by the Service Provider, and provided upon delivery at the latest.

Wherever the Purchaser refers to standards or specifications, including EGGER specifications, the most recent versions thereof shall apply. The Service Provider shall request the Purchaser’s specifications in the event that they have not been made supplied to it.

18. Equipment

The tools, films, copies, etc. produced by the Service Provider for the purpose of order fulfilment shall by payment become the sole property of the Purchaser, even if they remain in the Service Provider’s possession. These items are to be handed over to the Purchaser if the latter so requests.

19. Assemblies, On-site work

Safety is paramount on our operating sites and is our highest priority.

That is why we expect not only our own employees but also those of outside companies working on our premises to follow EGGER’s safety instructions and those detailed in the prevention plan whenever such a plan is drawn up.

The Service Provider must read the general safety rules that apply on the site and take them on board so that it can plan its work in the best possible manner.

a) EGGER Monitoring Officer:

An “EGGER Monitoring Officer” shall be responsible for general coordination of the prevention measures connected with the work carried out on the site. His/her name will be given to the

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Service Provider before the start-up of work.

The Service Provider’s teams must report their arrival at and departure from the site to the EGGER Monitoring Officer when they start and finish work, and at the same time, sign the documents needed for their work (work order, hot work permit, lock-out tag, acceptance of works, etc.).

The Service Provider’s employees must have received safety training appropriate to the service to be rendered. The EGGER Monitoring Officer shall have authority to check that the Service Provider’s employees have received training in safety procedures.

The Service Provider’s work may not on any account begin until the EGGER Monitoring Officer has been consulted. The Service Provider undertakes to comply with the specific and general instructions related to the work, and the safety instructions set out in the prevention plan.

The EGGER Monitoring Officer shall answer all technical and safety-related questions.

b) Traffic and parking

All vehicles entering the site must comply with the traffic signs and signals in place. The speed limit is 20km/h across the whole of the site.

The car park for outside companies is car park P4, where all vehicles that do not need to enter the site must be left.

The Service Provider shall be responsible for managing and overseeing its employees, who throughout contract performance shall remain under its sole authority and be supervised by a qualified representative. Failure to comply with any of the stipulations set forth in this Article shall entitle the Purchaser to terminate the contract subject to the conditions set out herein.

c) PPE (Personal Protective Equipment)

Safety shoes and a hi-visibility vest with reflective trim must be worn on EGGER sites.

PPE specific to the work to be done and listed in the prevention plan or detailed during meetings or joint inspections shall also be worn (dust mask, formaldehyde mask, gloves, helmet, harness)

Responsibility for providing PPE lies with the Service Provider.

d) Qualifications / Authorisations

If employees perform tasks for which one or more qualifications or authorisations are required (CACES driver safety certificate, driving licence, electrical qualifications, etc.), they must have the relevant documents with them at all times so that they can show them if asked.

Regarding contracts in the building and public works sector, employees of French and non-French building and public works companies and temporary workers must have their

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professional building and public works identity card on them at all times.

e) EGGER equipment

Unless otherwise explicitly authorised before the start-up of work, outside companies are not permitted to use equipment or machinery belonging to or hired by EGGER.

f) Emergency situations

In the event of a fire or accident, the Service Provider shall have its employees follow the procedure presented in the safety briefing (get to safety and warn the nearest EGGER employee). Workplace accidents involving temporarily-posted foreign employees must be reported to the French work inspectorate department and the contracting EGGER company must be informed immediately.

g) GIE Qualité Entreprise (Rion des Landes plant only)

The GIE QE (an economic interest group) acts as coordinator of the management of safety and joint-activity situations with outside companies, to which end it has someone posted full-time on our site. For this reason, EGGER insists that companies performing work several times a year join the GIE (for details of how to become a member, call the GIE on +33 (0)5 58 56 89 47).

Among other things, the GIE will perform the “safety briefing” for the Service Provider’s staff and take part in producing the Prevention Plan.

h) Photos/films

Filming and photography are prohibited across the whole of the site unless explicitly authorised.

20. Intellectual property

The Service Provider warrants that the products delivered or used to render the service are not subject to any third party claim to any intellectual property right (patents, trademarks, drawings and designs, know-how, manufacturing secret, etc.).

The Service Provider agrees to hold harmless the Purchaser from and against any and all third party action on this basis and shall repay to the Purchaser any sums that it may be required to pay in this respect and any related expenses (legal costs, etc.).

21. Warranty

21.1 The Service Provider warrants that its goods and services will be free from any defect in materials/workmanship and any other material defect, and from any defect in title. The Service Provider also warrants that its goods and services will be free from all flaws, visible defects and latent defects that might negate or reduce their value or the requisite normal usability of the product or its usability for the purpose stipulated in the contract, throughout the life of the product.

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The Service Provider warrants that its goods will possess the safety properties and durability required.

- 21.2 The Supplier warrants that its goods and services will comply with all legislation, regulations, directives and other applicable legal requirements, and with the technical standards for the contract products. It shall provide certificates of origin, certificates of conformity, material certifications, quality inspection reports, customs documents and any other documents needed to evidence said compliance.
- 21.3 Should the delivered products fail to meet any one or more of the requirements set out above, the Purchaser shall have the right to demand that the non-conformity be remedied or that defect-free goods be supplied, depending on its preference. The cost of repairing the goods or of the replacement goods supplied, including all incidental expenses, shall be payable by the Service Provider. Under applicable legal provisions, the Purchaser shall also have the right to cancel the contract in the event that a defective product is supplied. The Purchaser shall have the right to offset compensation for any loss incurred against the amounts owed to the Supplier. Similarly, the Purchaser shall be entitled to demand payment in advance from the Service Provider for the expenditure needed to remedy the non-conformity or to deduct such costs from any amounts still owed to the Supplier.
- 21.4 The Service Provider shall hold the Purchaser harmless from and against any and all product or service liability claims and any claims raised.
- 21.5 The Service Provider warrants that it shall cover all demands, losses, costs, direct and indirect damages, legal proceedings, sentences, fines, responsibilities, debts, costs and expenses incurred in proceedings and any other claim or dispute (including all lawyer fees and costs) of any kind made against the Purchaser further to a breach of the Service Provider's obligations. Set-off may be exercised as set out in Article 15 hereof.

22. Right of termination

The Purchaser shall be entitled to terminate the order or any part thereof without any financial compensation to the Service Provider in the following cases:

- If the Service Provider fails to supply a product or service that conforms to the specific provisions of the order
- If the Service Provider becomes insolvent or goes bankrupt,
- If the Service Provider transfers the purchase order to third parties or outsources the supply without the Purchaser's prior written consent
- If the Service Provider fails to meet contractual deadlines
- If the Service Provider breaches any of its obligations under Articles 1 to 5 and Article 9 hereof
- If the Service Provider does not reach the required standards for the order
- If a *force majeure* event, as defined by the courts and laws of France, occurs and continues for one month

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- In the event that the Service Provider does not remedy any failure to perform its obligations within 8 days after written notice to do so has been sent.

Termination of the order shall not release the Service Provider from its obligations, responsibilities or liabilities. The Purchaser may terminate the order simply by sending notice to this effect in writing to the Service Provider.

23. Advertising materials / Reference

The Service Provider may only make reference to the business relationship existing between the parties, including in its sales and advertising documents, if it has the Purchaser's express authorisation to do so.

Any mention of the Purchaser's corporate name or logo, or of any of its trademarks, in the Service Provider's lists of references shall require the Purchaser's prior written agreement.

24. Governing law

Relations between the parties shall be governed by the laws of France.

25. Origin of goods

Any products delivered with the service must meet the conditions of origin specified in the preferential agreement of the EEC, unless otherwise stipulated in the order confirmation.

26. Jurisdiction

In the event of any dispute relating to these general terms and conditions or to the sales governed by them, the parties shall submit to the exclusive authority of the courts with jurisdiction over the registered address of the Purchaser, including in the event of multiple proceedings, proceedings involving multiple parties or the introduction of third parties, and summary proceedings.

The Service Provider acknowledges that it has read and understood these general terms and conditions of provision of services, which apply to all orders placed by any company that is part of the EGGER group as from this day, and agrees fully and unconditionally to be bound

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by them.

Signed in:

Date:

On behalf of the company,

Signature + business stamp (Last name, first name, Position)

Preceded by the handwritten words "Bon pour accord" (Agreed)

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GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE

These general terms and conditions of purchase apply to all orders for products placed by any company that is part of the EGGER group (hereinafter referred to as the “Purchaser”).

By accepting an order, the Supplier agrees fully and unconditionally to be bound by these general terms and conditions, to the exclusion therefore of its own general terms and conditions of sale. Any exception(s) to these general terms and conditions shall only apply if it/they have been expressly agreed to by the Buyer.

2. Quotation

If the Supplier prepares a quotation, it must comply in every respect with the Buyer’s request, and must make explicit mention of any divergence from that request. The quotation must be submitted free of charge and shall in no way constitute a commitment on the part of the Buyer.

By submitting a quotation, the Supplier acknowledges that it has the necessary technical, financial, human and skills resources to complete the order under the technical conditions stipulated and in accordance with the tax, social, and workplace health and safety regulations applicable in France.

Upon making its formal quotation, the Supplier shall, within 8 days, request any information and/or additional details that it may need to finalise the order, particularly with respect to social and workplace health and safety regulations.

The Supplier shall express in writing any reservations, requests for information, or specific technical or practical details needed to finalise the quotation. Otherwise, it shall be deemed that the Supplier recognises that it has enough information for proper fulfilment of the order.

3. Orders

Orders and changes to orders shall be made in writing. Verbal orders and orders placed over the phone shall only become valid once confirmed in writing by the Purchaser.

All orders and changes to orders must be acknowledged in writing by the Supplier within 8 days of receipt thereof. Orders that have not been acknowledged within the agreed time limit may be cancelled by the Purchaser.

Orders or any part thereof may not be outsourced without the Buyer’s express prior consent.

4. Environment – Energy

The EGGER group is engaged in implementation of an energy management system meeting DIN EN ISO 50001 requirements. Efficient management of energy helps organisations to make savings, reduce their energy consumption and address the issue of global warming. The

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EGGER group is committed to this approach and is keen to involve all of its service providers and suppliers in the need to make better use of energy in their business activities and at the very least, in those developed on behalf of EGGER group companies.

As a final point, the EGGER group is particularly careful to ensure that its service providers and suppliers comply with environmental standards, in accordance with DIN EN ISO 9001 and DIN EN ISO 14001.

Each company providing services for EGGER must provide evidence of their commitment to and support for said commitments by signing the Code of Conduct appended hereto

5. Period for delivery or performance

The delivery lead time or performance period shall begin on the date set in the order and shall be binding. If the Supplier can see that it will be unable to fulfil its contractual commitments or that it will not be able to do so within the agreed time limit, it shall promptly inform the Buyer thereof, stating the reasons for the delay and its likely duration. Except in cases of *force majeure* or where the Buyer’s express agreement has been given, the fact that the Supplier informs the Buyer of a delay shall not in any way alter the binding nature of the commitments made by the Supplier.

In the event that the Supplier fails to meet delivery or performance deadlines, the Buyer shall be entitled, at its discretion, to cancel the order and to charge penalties at 5% of the price of the order per day of delay, up to a maximum of 20%

6. Transport / Packaging

Unless otherwise agreed between the parties, the Supplier shall, at its own expense and risk, take charge of the transport, loading and unloading of the products through to final acceptance of the products in the agreed place of delivery.

The products shall be packaged by the Supplier in such a way as to prevent damage during transport and storage.

Unless otherwise stipulated, prices shall be inclusive of transport and packaging costs.

In principle, the Supplier shall be in charge of arranging transport. The Purchaser shall however have the right to appoint a forwarding agent, haulier or any other entity or individual to be responsible for transport. The Supplier shall send a shipping notice to the relevant recipient address.

The Purchaser shall have the right to collect the products straight from the Supplier’s factory if it so wishes. In such an event, the amount of the transport costs shall be deducted from the price of the products concerned

A delivery note showing the order reference number must be enclosed with each delivery. Invoices must not be enclosed with the goods. Invoices that do not quote the order number may be refused.

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7. Shipping terms and conditions:

A delivery note and packing slip must be enclosed with each shipment.

If the goods are transported by sea, the name of the shipping company and ship must be indicated on the shipping documents and invoices. The Supplier shall select the most practical and least expensive methods of transport for the Purchaser.

The Supplier shall without fail package, mark and dispatch hazardous products in accordance with current national and international regulations and legislation. In addition to the risk category, accompanying documents must also contain the other information required under transport regulations.

The Supplier shall be liable for any damages and bear any costs caused by non-compliance with transport regulations. The Supplier shall also be responsible for ensuring compliance with these regulations if shipments are made by its subcontractors. Any shipments that cannot be accepted by the Purchaser for reasons of non-compliance with these regulations shall be stored at the Supplier's risk and expense. The Purchaser shall have the right to inspect the content and condition of such shipments. Tools and equipment must not be packaged with the products ordered.

A signature or stamp on the delivery note shall not constitute evidence of an acknowledgement of quantity or acceptance of quality.

8. Warranty, complaints and liability

8.1. In addition to the legal warranty of conformity of goods delivered, the warranty against hidden defects and the warranty concerning defective products, the Supplier warrants its products and/or services as follows:

The Supplier warrants that the products delivered and/or the services rendered will be free from defects that might affect their value or usability, that they will meet the conditions stipulated in the order, the agreed quality standard and generally accepted technical practice, and that they will comply with the most recent measures introduced by the authorities, with device safety legislation, with current technical safety requirements and with health and safety and accident prevention regulations.

The Supplier warrants that its goods and services will comply with all legislation, regulations, directives and other applicable legal requirements, and with the technical standards for the contract products and with DIN standards and generally recognised technology regulations.

It shall provide certificates of origin, certificates of conformity, material certifications, quality inspection reports, customs documents and any other documents needed to evidence said compliance.

8.2. In the event of a non-conformity, the Purchaser shall have the choice between:

- ✓ cancelling the order and receiving a refund of the price paid

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✓ or asking for the product to be replaced free of charge by an identical product.

The Supplier shall also be liable for the defect and its direct and indirect consequences for the Purchaser, and for costs related to replacement of the product.

The Purchaser may also seek compensation for losses suffered as a result of the non-conformity. Unless otherwise agreed by the parties, the Supplier shall guarantee the products for a period of three years.

The Supplier’s warranty shall also apply to parts manufactured by subcontractors.

8.3. If the Supplier is notified of a defect, the warranty period shall automatically be extended by the time lapse between notification of the claim and remedy of the recorded defect. If the object of the delivery is replaced in whole, the warranty period shall start anew. If the object of the delivery is replaced in part, the warranty period shall start anew for the items that are replaced only.

Defective items covered by the warranty shall remain at the Purchaser’s disposal until such time as they are replaced, whereupon they shall become the Supplier’s property.

In the event of any failure in the performance of its warranty by the Supplier and its subsequent failure to react to formal notice in this respect, the Purchaser reserves the right to carry out work to remedy the situation or have such work carried out by a third party of its choosing. The corresponding costs shall be payable by the Supplier. The Purchaser shall have the right to require payment of an advance from the Supplier to cover expenditure needed to remedy the defect.

The Purchaser’s acceptance of deliveries and services shall not release the Supplier from its warranty obligations.

The Supplier agrees to hold harmless the Purchaser from and against any and all claims and demands that might be made by any third parties on the grounds of the defective nature of the product supplied to the Purchaser.

8.4. The Supplier warrants that it shall cover all demands, losses, costs, direct and indirect damages, legal proceedings, sentences, fines, responsibilities, debts, costs and expenses incurred in proceedings and any other claim or dispute (including all lawyer fees and costs) of any kind made against the Purchaser further to a breach of the Supplier’s obligations. Set-off may be exercised as set out in Article 14 hereof.

8.5. The Supplier shall hold the Purchaser harmless from and against any and all product liability claims or claims raised under European and French legislation relating to product liability, if the defect in the end product giving rise the claim is attributable to the Supplier.

9. Subcontracting

The Supplier shall only be permitted to outsource production operations that it has been asked to perform if it has received the Purchaser’s prior written authorisation to do so.

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In such an event, the Supplier shall at all times be liable and accountable for the proper fulfilment of the order and shall ensure compliance by its subcontractor with all applicable legislation, including health and safety regulations and labour legislation, and with the pre-contractual requirements relating to declarations and disclosures to the Purchaser and the French authorities if the subcontractor is established outside France.

10. Supplier’s duty of information

The Supplier shall provide all necessary documents and instructions relating to the equipment sold.

Likewise, the Supplier shall question the Purchaser about any specific use the latter might intend to make of the product and to warn it of the risks associated with the product.

11. Pre-delivery checks and inspections

If checks or inspections are scheduled for the products, the Supplier shall pay all costs related to said checks or inspections other than the Purchaser’s staffing costs.

The Supplier shall inform the Purchaser in writing that the product is ready for inspection at least one week in advance, and shall agree on an inspection date with the latter. If the products cannot be inspected on the scheduled date for reasons not of the Purchaser’s own making, the costs incurred by the latter for the purpose of carrying out the inspection shall be payable by the Supplier.

If new inspections have to be scheduled or if further inspections have to be carried out following the detection of defects, all costs connected therewith shall be payable by the Supplier. The Supplier shall bear all staffing and material expenses connected with raw material certification.

12. Insurance

The Supplier shall, at its own expense, take out professional liability/indemnity insurance providing adequate cover for any damage that might be caused by its products, staff or representatives. The Supplier shall, if so requested, submit documents to the Purchaser showing the sums insured per claim.

The purchase of a special Assembly-Testing insurance policy in addition to the liability/indemnity policy shall be subject to agreement between the Purchaser and the Supplier on a case-by-case basis. Any machines, apparatus or tools supplied to the Purchaser on loan will be insured by the latter to cover common risks.

Any further liability for any loss of or damage to such machines, apparatus or tools shall be excluded, unless it has been caused wilfully by the Purchaser or through its gross negligence.

13. Prices

If the Supplier reduces its prices or improves its terms and conditions between the time when the order is placed and the time of delivery, it shall apply the prices, terms and conditions in

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effect at the time of delivery. No price increases or additional charges may be applied to the order unless the Purchaser has agreed to them in writing before the invoice is drawn up. A credit note shall be issued to the Purchaser for the amount of any price increase or additional charge not agreed to by the latter.

14. Invoice and payment

The invoices sent to the Purchaser must comply with all regulations in effect.

Invoices must reflect the orders to which they refer. The terms used, order of items and prices indicated must be exactly the same. Details of any additional services provided or services not performed must be shown separately on the invoice.

The time allowed for payment shall start on the date agreed by the parties.

The seller's invoices must comply with the provisions of Article L.441-3 of France's Commercial Code (*Code du commerce*).

Payment by the Purchaser shall not be deemed to constitute acceptance by the latter of any prices, terms or conditions. The date on which payment is made shall affect neither the Supplier's warranty obligations nor the Purchaser's right of complaint.

15. Set-off

The Supplier authorises the Purchaser to set off amounts owed by the Purchaser against amounts owed by the Supplier, for whatever reason, once the Supplier's comments as to the set-off request expressed have been taken into account.

16. Transfer of title

The transfer of title in the product shall be effected after it has been unloaded in the agreed place of delivery.

Any exception to this principle may only apply if such clause is expressly approved and agreed to in writing by the Purchaser.

17. Documentation

All drawings, standards, specifications and other documents supplied by the Purchaser to the Supplier for the purpose of manufacturing the products, as well as all documents produced by the Supplier according to special instructions from the Purchaser, shall remain the property of the Purchaser and shall not be used, copied or made available to third parties for any other purposes. They must be returned immediately on request to the Purchaser together with all copies and duplicates that may have been made.

The Purchaser shall retain all industrial property rights in all documents supplied to the Supplier.

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The Supplier shall consider the request for quotation, the order and all work therewith as trade secrets and consequently treat them as confidential. The Supplier shall be accountable for any loss or damage suffered by the Purchaser as a result of failure to comply with this confidentiality undertaking.

The Supplier shall provide the Purchaser with all all documents needed for discussion of the object of the delivery. Any such discussion or any other kind of participation by the Purchaser shall have no impact on the Supplier’s sole responsibility and shall not release it from any warranty or other obligation.

All documents of whatever kind needed by the Purchaser to use, install, assemble, process, store, operate, maintain, inspect, service or repair the object of the delivery must be provided in a timely and spontaneous manner by the Supplier.

Lists of spare parts must be drawn up in French and in English by the Supplier, and provided upon delivery at the latest.

Wherever the Purchaser refers to standards or specifications, including EGGER specifications, the most recent versions thereof shall apply. The Supplier shall request the Purchaser’s specifications and guidelines in the event that they have not been supplied to it.

18. Equipment

The tools, films, copies, etc. produced by the Supplier for the purpose of order fulfilment shall by payment become the sole property of the Purchaser, even if they remain in the Supplier’s possession. These items are to be handed over to the Purchaser if the latter so requests.

19. Assemblies, On-site work

“In order to comply with current regulations and the new Decree 2011-1601 of 21 November 2011, please would you send us the following information concerning your company **and** all of your subcontractors:

- A copy of the entry on the *Registre du Commerce et des Sociétés* (Companies Register) (known as the Kbis)
- A statement issued by the social welfare organisation responsible for collecting the social security contributions payable by the co-contractor and certifying that all social declarations have been filed and all social contributions and dues paid. This statement must be no more than six months old.

Updated copies of these documents must be sent to us every six months as part of our business relations.”

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Safety is paramount on our operating sites and is our highest priority. That is why we expect not only our own employees but also those of outside companies working on our premises to follow EGGER's safety instructions.

In order to help you plan your work in the best possible manner, here are the general safety rules that you must be aware of before working on the site:

19.1.- EGGER Monitoring Officer:

An "EGGER Monitoring Officer" shall be responsible for coordinating your company's work. His/her name will be given to you before the start-up of your work. Your teams must report their arrival and departure when they have finished their work to this Monitoring Officer, and at the same time, sign the documents needed for their work (work order, hot work permit, lock-out tag, acceptance of works, etc.).

Your work may not on any account begin until the Monitoring Officer has been consulted. You undertake to comply with the specific instructions related to your work, which will generally be given to you by means of a Prevention Plan.

The Monitoring Officer will answer all of your technical and safety-related questions.

19.2.- Traffic and parking

All vehicles entering the site must comply with the traffic signs and signals in place. The speed limit is 20km/h across the whole of the site. The car park for outside companies is car park P4, where all vehicles that do not need to enter the site must be left.

19.3.- PPE (Personal Protective Equipment)

Safety shoes and a hi-visibility vest with reflective trim must be worn on the site.

PPE specific to your work shall also be worn as discussed with the Monitoring Officer (dust mask, formaldehyde mask, gloves, helmet, harness). Responsibility for providing PPE lies with the agent.

19.4.- Qualifications / Authorisations

If your employees perform tasks for which one or more qualifications or authorisations are required (CACES driver safety certificate, driving licence, electrical qualifications, etc.), they must have the relevant documents with them at all times so that they can show them if asked.

19.5.- EGGER equipment

Unless otherwise explicitly authorised before the start-up of work, outside companies are not permitted to use equipment or machinery belonging to or hired by EGGER.

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19.6.- Emergency situations

In the event of a fire or accident, follow the procedure presented to you in the safety briefing (get to safety and warn the first EGGER person in the vicinity).

19.7.- GIE Qualité Entreprise (Rion des Landes plant only)

The GIE QE (an economic interest group) manages safety and joint-activities with outside companies, to which end it has someone posted full-time on our site. For this reason, EGGER insists that companies performing work several times a year join the GIE (for details of how to become a member, call the GIE on +33 (0)5 58 56 89 47).

Among other things, the GIE will perform the “safety briefing” for your staff and take part in producing the Prevention Plan.

19.8.- Photos/films

Filming and photography are prohibited across the whole of the site unless explicitly authorised.

20. Intellectual property

The Supplier warrants that the products delivered shall not be subject to any third party claim to any intellectual property right (patents, trademarks, drawings and designs, know-how, manufacturing secret, etc.).

The Supplier agrees to hold harmless the Purchaser from and against any and all third party action on this basis and shall repay to the Purchaser any sums that it may be required to pay in this respect and any related expenses (legal costs, etc.).

The Supplier warrants that all fees and royalties needed for unlimited use of the order are included in the price.

21. Advertising materials / Reference

The Supplier may only make reference to the business relationship existing between the parties, including in its sales and advertising documents, if it has the Purchaser’s express authorisation to do so.

Any mention of the Purchaser’s corporate name or logo, or of any of its trademarks, in the Supplier’s lists of references shall require the Purchaser’s prior written agreement.

22. Governing law

Relations between the parties shall be governed by the laws of France.

EGGER Panneaux & Décors S.A.S. with a share capital of €30,000,000 - Registered address: Avenue d'Albret F-40371 Rion des Landes Cedex 01
RCS Dax 380 160 846 – CIF: FR 06 380 160 846

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|--------------------|----------|-------|------------|
| Manager: | M Cazeau | Date: | 16/07/2015 |
| Written by: | M Cazeau | Date: | 12/05/2014 |
| Updated by: | M Cazeau | Date: | 08/03/2017 |
| Checked by: | M Badia | Date: | 16/07/2015 |

23. Origin of goods

The goods delivered must meet the conditions of origin specified in the preferential agreement of the EEC, unless otherwise stipulated in the order confirmation.

24. Jurisdiction

In the event of any dispute relating to these general terms and conditions of purchase or to the sales governed by them, the parties shall submit to the exclusive authority of the courts with jurisdiction over the registered address of the Purchaser, including in the event of multiple proceedings, proceedings involving multiple parties or the introduction of third parties, and summary proceedings.

The Supplier acknowledges that it has read and understood these general terms and conditions of purchase, which apply to all orders placed by any company that is part of the EGGER group as from this day, and agrees fully and unconditionally to be bound by them.

Signed in:

Date:

On behalf of the company:

Signature + business stamp (Last name, first name, Position)

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