

These General Terms and Conditions of Purchase apply to all orders for goods, machine parts, equipment and services placed by **Acrostak Maroc S.A.**, having its registered office at Zone d'Accélération Industrielle, Souss Massa Drarga, Agadir, Morocco ("Acrostak").

1. Definitions

1.1 "Contract" means the legally binding agreement between Acrostak and the Supplier, consisting of:

- a) the purchase order;
- b) any specific purchasing conditions or separate agreements expressly incorporated into the Contract, including any non-disclosure agreements;
- c) these General Terms and Conditions of Purchase; and
- d) any terms and conditions of the Supplier expressly accepted by Acrostak in writing.

1.2 "Supplier" means the party designated as supplier in the purchase order.

1.3 "Supply" means all goods and services to be provided by the Supplier under the Contract.

1.4 For the purposes of these General Terms and Conditions, "in writing" and "written" include electronic communication, including email, unless mandatory law requires otherwise.

2. Formation of Contract and Scope of Application

2.1 These General Terms and Conditions shall apply to all purchase orders issued by Acrostak. Any conflicting, deviating or additional terms and conditions of the Supplier shall only apply to the extent expressly accepted by Acrostak in writing.

2.2 A purchase order issued by Acrostak in writing constitutes a binding offer.

2.3 The Supplier shall confirm or reject the purchase order in writing within five (5) calendar days. If the Supplier commences performance without having expressly rejected the purchase order, the purchase order shall be deemed accepted.

2.4 Any amendments or modifications of the Contract must be agreed in writing.

3. Order of Precedence

3.1 In the event of any inconsistency or conflict between the contractual documents, the following order of precedence shall apply:

- a) the purchase order;
- b) any specific purchasing conditions or separate agreements expressly incorporated into the Contract, including any non-disclosure agreements;
- c) these General Terms and Conditions of Purchase; and
- d) any terms and conditions of the Supplier expressly accepted by Acrostak in writing.

3.2 Provisions of equal rank shall be interpreted so as to be consistent with one another. If such interpretation is not possible, the more specific provision shall prevail.

4. Applicable Law and Jurisdiction

4.1 The Contract shall be governed by and construed in accordance with the laws of the Kingdom of Morocco, excluding the United Nations Convention on Contracts for the International Sale of Goods.

4.2 Any dispute arising out of or in connection with the Contract shall first be submitted to good-faith negotiations between the Parties with the objective of reaching an amicable settlement.

4.3 If no amicable settlement can be reached within thirty (30) days after written notification of the dispute, the competent courts at the registered seat of Acrostak shall have jurisdiction. Acrostak shall, however, also be entitled to bring claims before the competent courts at the Supplier's registered seat.

5. Delivery and Performance

5.1 Unless otherwise agreed in writing, delivery shall be made DDP (named place of destination) in accordance with the Incoterms in force at the time of the purchase order.

5.2 Agreed delivery dates and deadlines are binding.

5.3 The Supplier shall immediately inform Acrostak in writing of any foreseeable delay, stating the reasons, expected duration and proposed mitigation measures. Such notification shall not relieve the Supplier of its contractual obligations.

5.4 Partial or early deliveries require Acrostak's prior written consent.

5.5 Where an acceptance procedure, Factory Acceptance Test, Site Acceptance Test or other acceptance criteria are specified in the Contract, acceptance shall be governed by such requirements. Where no specific acceptance procedure has been agreed, acceptance shall occur upon written confirmation by Acrostak or, if Acrostak does not notify the Supplier of material defects within thirty (30) days after delivery, upon expiry of such period. Acceptance shall not affect Acrostak's rights in respect of latent defects or defects arising during the warranty period. Payment shall not constitute acceptance.

6. Contractual Penalty for Delay

6.1 In the event of a delay attributable to the Supplier, the Supplier shall pay a contractual penalty of zero-point seventy-five percent (0.75%) of the order value per commenced calendar week of delay.

6.2 The total contractual penalty shall be limited to seven-point five percent (7.5%) of the order value.

6.3 Payment of the contractual penalty shall not release the Supplier from its obligation to perform the Contract.

6.4 Acrostak may claim additional damages to the extent that such damages exceed the contractual penalty and are reasonably demonstrated. Any contractual penalty paid shall be credited against such additional damages.

7. Prices and Payment

7.1 Unless otherwise stated in the purchase order, prices are fixed and include all ancillary costs necessary for proper performance of the Contract, including packaging, transport, insurance, customs duties and charges, excluding statutory value added tax.

7.2 Invoices shall state the purchase order number and contain sufficient information to allow verification.

7.3 Unless otherwise agreed in writing, invoices shall be payable within forty-five (45) days after proper delivery of the Supply and receipt of a compliant invoice.

7.4 Payment shall not constitute acceptance of the Supply or a waiver of any contractual or statutory rights.

7.5 Acrostak may set off due and undisputed claims against amounts payable to the Supplier.

7.6 Where the Supply is defective or the Supplier is otherwise in material breach of the Contract, Acrostak may withhold an amount reasonably proportionate to the affected part of the Supply until the matter has been remedied.

8. Transfer of Title and Risk

8.1 Title and risk shall pass in accordance with the agreed Incoterm.

8.2 If no Incoterm has been agreed, title and risk shall pass upon physical delivery of the Supply at the agreed place of destination.

9. Quality Assurance

9.1 The Supplier shall ensure that the Supply complies with the contractual specifications and all applicable laws and regulations.

9.2 Where reasonably required by the nature or criticality of the Supply, or where specified in the purchase order, the Supplier shall maintain an appropriate documented quality management system. ISO 9001 certification or an internationally recognised equivalent standard shall only be mandatory where expressly specified in the purchase order or otherwise agreed between the Parties.

9.3 For quality-critical, regulatory-relevant or otherwise specifically designated Supplies, Acrostak shall, upon reasonable prior notice, be entitled to conduct audits at the Supplier's premises or have such audits conducted by a qualified third party. Audits shall be performed during normal business hours and shall not unreasonably interfere with the Supplier's operations.

9.4 Where applicable, the Supplier shall ensure that its subcontractors comply with the relevant quality and regulatory requirements applicable to the Supply.

10. Free Issue Materials

10.1 Any materials, tools, drawings, data, software or other items provided by Acrostak for the performance of the Contract ("Free Issue Materials") shall remain the property of Acrostak.

10.2 The Supplier shall appropriately identify and protect Free Issue Materials against loss, damage and unauthorised use.

10.3 Free Issue Materials shall be used exclusively for the performance of the Contract and shall not be disclosed to third parties without Acrostak's prior written consent.

10.4 The Supplier shall be liable for loss of or damage to Free Issue Materials to the extent caused by the Supplier, its personnel or subcontractors. Where commercially reasonable having regard to the value of such materials, the Supplier shall maintain appropriate insurance coverage.

10.5 Upon request or termination of the Contract, Free Issue Materials shall be returned to Acrostak without undue delay or, at Acrostak's option, destroyed.

11. Warranty

11.1 The Supplier warrants that the Supply:

- a) is free from defects in materials, workmanship and title;
- b) complies with the specifications agreed in the Contract and all applicable laws and regulations;
- c) is fit for the intended purpose communicated to and reasonably understood by the Supplier; and
- d) does not infringe third-party intellectual property rights.

11.2 Unless otherwise agreed in the purchase order, the warranty period shall be twenty-four (24) months from delivery or, where commissioning forms part of the Supply, twelve (12) months from successful commissioning, whichever expires later, provided that the warranty period shall in any event expire no later than thirty (30) months after delivery.

11.3 For repaired or replaced parts, the warranty period shall be twelve (12) months from completion of the repair or replacement or the remaining portion of the original warranty period, whichever is longer.

11.4 The warranty shall not cover defects resulting from normal wear and tear, improper operation or maintenance contrary to documented instructions, unauthorised modifications or external causes beyond the Supplier's reasonable control, provided that such defects are not attributable to the Supplier.

11.5 In the event of a defect covered by the warranty, the Supplier shall, at Acrostak's reasonable choice, repair or replace the defective Supply without undue delay. The Supplier shall also bear reasonable and directly related costs required to remedy the defect, including transport, removal and reinstallation costs where applicable. If repair or replacement is impossible, unreasonable or not performed within a reasonable period, Acrostak may demand an appropriate price reduction or terminate the affected part of the Contract.

12. Intellectual Property

12.1 All documents, data, drawings, software and other information provided by Acrostak remain the property of Acrostak and may only be used for the performance of the Contract.

12.2 Where the Contract expressly includes development, engineering, design or other work specifically commissioned by Acrostak, the results specifically created for Acrostak under such work ("Foreground IP") shall vest in Acrostak upon creation to

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Author	Andreas Lindauer	ACROSTAK
CF Number		
Approval		

the extent permitted by applicable law. The Supplier shall execute any documents reasonably required to give effect to such transfer.

12.3 The Supplier retains ownership of all intellectual property developed or acquired independently of the Contract or existing prior to the Contract ("Background IP"). To the extent such Background IP is incorporated into or necessary for the intended use of the Supply, the Supplier grants Acrostak a non-exclusive, irrevocable, worldwide and royalty-free licence to use such Background IP for the intended use, operation, maintenance and repair of the Supply.

12.4 Nothing in this Clause shall prevent the Supplier from using its general knowledge, skills, experience and non-Acrostak-specific know-how. The Supplier shall, however, not use Acrostak confidential information or Acrostak-specific Foreground IP for third parties without Acrostak's prior written consent.

13. Indemnification and Hold Harmless

13.1 The Supplier shall indemnify and hold harmless Acrostak, its officers, employees and affiliated companies against third-party claims, losses, liabilities, costs and expenses to the extent arising from:

- a) bodily injury, death or property damage caused by a defective Supply or by an act or omission of the Supplier;
- b) a violation of applicable laws or regulations by the Supplier; or
- c) an infringement or alleged infringement of third-party intellectual property rights by the Supply.

13.2 The indemnity shall include reasonable legal fees, court costs and settlement amounts, provided that Acrostak informs the Supplier of the relevant third-party claim without undue delay and provides reasonable cooperation in its defence.

13.3 The Supplier shall not agree to any settlement imposing an admission of liability or non-monetary obligation on Acrostak without Acrostak's prior written consent.

14. Liability

14.1 Subject to Clause 14.2, the Supplier's total aggregate liability arising out of or in connection with the Contract shall be limited to one hundred percent (100%) of the order value.

14.2 The limitation of liability shall not apply to:

- a) wilful misconduct or gross negligence;
- b) personal injury or death; or
- c) infringement of third-party intellectual property rights.

14.3 Neither Party shall be liable to the other Party for indirect or consequential damages, including but not limited to loss of production, loss of profit, loss of use or loss of business. This exclusion shall not apply in the cases specified in Clause 14.2.

15. Change Management

15.1 Acrostak may request reasonable changes to specifications, quantities, scope or delivery dates in writing.

15.2 The Supplier shall notify Acrostak in writing within five (5) working days of any reasonably foreseeable effect of the requested change on price or delivery schedule.

15.3 No adjustment to the Contract price or delivery schedule shall apply unless approved in writing by Acrostak. Where the Parties have not yet agreed the commercial impact of a requested material change, the Supplier shall not be required to implement such change until agreement has been reached, unless otherwise agreed in writing.

16. Spare Parts

16.1 Where the Supply comprises machinery, equipment or other goods for which spare parts are reasonably required for continued operation, the Supplier shall use commercially reasonable efforts to ensure the availability of such spare parts for a minimum period of ten (10) years from delivery at reasonable market conditions.

16.2 If the Supplier intends to discontinue production of relevant spare parts during this period, it shall inform Acrostak in writing at least twelve (12) months in advance and provide Acrostak with a reasonable opportunity to place a final order.

17. Termination

17.1 Either Party may terminate the Contract with immediate effect in the event of a material breach by the other Party, provided that such breach is not remedied within a reasonable period after written notice, not exceeding thirty (30) days. Where the breach is incapable of remedy or continued performance cannot reasonably be expected, termination may take effect immediately.

17.2 Acrostak may terminate the Contract in whole or in part without cause by written notice.

17.3 In the event of termination pursuant to Clause 17.2, the Supplier shall be entitled to:

- a) payment for all Supply duly performed or delivered up to the termination date;
- b) reimbursement of materials, components and equipment purchased specifically for the Contract which cannot reasonably be cancelled, returned or reused for other customers; and
- c) reimbursement of reasonable, documented and directly attributable costs incurred for the performance of the Contract up to the effective termination date.

17.4 The Supplier shall take reasonable measures to minimise costs resulting from termination. No compensation shall be payable for anticipated profit, unused capacity, general overhead or indirect or consequential damages.

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Author	Andreas Lindauer	ACROSTAK
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17.5 Any termination settlement shall be subject to Acrostak's reasonable verification and shall be paid in accordance with the payment terms applicable under the Contract.

17.6 Upon termination, the Supplier shall cooperate in an orderly handover and provide reasonable transition assistance.

18. Confidentiality

18.1 Each Party shall treat as confidential all non-public commercial, technical or other information received from the other Party in connection with the Contract ("Confidential Information").

18.2 Confidential Information shall be used exclusively for the performance of the Contract and may only be disclosed to employees, professional advisers or subcontractors who need such information for the performance of the Contract and are subject to appropriate confidentiality obligations.

18.3 The confidentiality obligation shall not apply to information which the receiving Party can demonstrate:

- was lawfully known prior to disclosure;
- is or becomes publicly available without breach of this Contract;
- was lawfully received from a third party without confidentiality restrictions; or
- must be disclosed pursuant to applicable law or a binding order of a competent authority.

18.4 Upon request or termination of the Contract, Confidential Information shall be returned or destroyed where reasonably practicable.

18.5 The confidentiality obligations shall survive termination of the Contract for five (5) years, unless a longer period has been expressly agreed.

19. Compliance

19.1 The Supplier shall comply with all laws and regulations applicable to the performance of the Contract, including applicable requirements relating to product safety, labour law, occupational health and safety, environmental protection, anti-corruption and competition law.

19.2 The Supplier shall ensure appropriate compliance by subcontractors involved in the performance of the Supply.

20. Insurance

20.1 The Supplier shall maintain insurance coverage appropriate to the nature and risk of the Supply and customary for its industry.

20.2 Upon reasonable request, the Supplier shall provide Acrostak with evidence of such insurance.

21. Force Majeure

21.1 Neither Party shall be liable for failure or delay in performing its obligations to the extent caused by an event beyond its reasonable control which could not reasonably have been foreseen, avoided or overcome. Such events may include natural disasters, war, terrorism, governmental actions, general strikes or similar events ("Force Majeure").

21.2 The affected Party shall inform the other Party in writing without undue delay, stating the nature and expected duration of the Force Majeure event and shall use reasonable efforts to mitigate its effects.

21.3 Lack of personnel, material shortages, price increases or financial difficulties shall not in themselves constitute Force Majeure unless they are directly caused by a qualifying Force Majeure event.

21.4 If a Force Majeure event substantially prevents performance for more than sixty (60) consecutive days, either Party may terminate the affected part of the Contract by written notice without liability for such termination.

22. Miscellaneous

22.1 The Supplier may not assign the Contract or any material rights or obligations thereunder without Acrostak's prior written consent, such consent not to be unreasonably withheld.

22.2 Should any provision of the Contract be invalid or unenforceable; the remaining provisions shall remain in full force and effect. The invalid provision shall, to the extent legally permissible, be replaced by a valid provision that most closely reflects the original commercial intent.

22.3 These General Terms and Conditions of Purchase are established in English and French. Both versions are legally binding. In the event of any inconsistency or dispute regarding interpretation, the French version shall prevail.

Author	Andreas Lindauer	ACROSTAK
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