

## General Conditions of Sale

### Article 1 – Definitions

<b>Affiliate</b>	any legal entity that directly or indirectly holds 50% or more of the shares conferring an immediate right to vote in the ordinary shareholders' meetings of Cray Valley, or in which 50% or more of the shares conferring an immediate right to vote in ordinary shareholders' meetings are held directly or indirectly by Cray Valley, or by an entity that is affiliated to it, as defined in the preceding point.
<b>Applicable Laws</b>	all laws, statutes, regulations, ordinances, codes, rules, guidelines, orders, and permits of any governmental authority that apply to the parties or the subject matter of the Contract.
<b>Bulk Product</b>	unpackaged liquid product, without mark or count, sold by weight.
<b>Business days</b>	a day other than a Saturday or Sunday or Public Holiday in France.
<b>Buyer</b>	the party placing an Order with Cray Valley for the supply of Product.
<b>Contract</b>	in increasing order of priority, the GCS, together with the Specific Conditions agreed In Writing if any, the Order and any amendment thereof.
<b>Cray Valley</b>	Cray Valley SA and/or any of its Affiliates.
<b>Delivery</b>	delivery to Buyer within the meaning of Incoterms® ICC 2010.
<b>GCS</b>	the present general conditions of sale of Cray Valley, including their appendices.
<b>In Writing</b>	a letter, fax, email or comparable means of communication.
<b>Order</b>	the paper or electronic form (as part of electronic transactions) by which Buyer orders Product from Cray Valley pursuant to the Contract.
<b>(Order) Acknowledgment</b>	acknowledgment In Writing by Cray Valley of the receipt of the Order. Acknowledged shall be interpreted accordingly.
<b>Product</b>	the product deliverable under the Contract.
<b>Specific Conditions</b>	separate business terms and conditions including deviations to the GCS agreed by the Parties In Writing.

### Article 2 – Application

2.1. Any supply of Product by Cray Valley to Buyer is governed by the GCS which form an integral part of the Contract. It is hereby expressly agreed that any reference to the application of general conditions in the Order or receipt message, other than the GCS, will be considered void and not applicable to the Contract. The placement of an Order, the delivery or the removal of Product implies acceptance of the GCS by Buyer.

2.2. Any acceptance by Cray Valley of general conditions of purchase or any other document of Buyer (including any specific conditions) shall be made In Writing and shall not affect the precedence of the GCS but shall only supplement the GCS on subjects not addressed in the GCS.

### Article 3 – Orders

3.1. When Cray Valley receives an Order, Cray Valley will Acknowledge receipt within a reasonable timeframe. Acknowledgement of receipt of the Order does not imply acceptance or confirmation of its terms and conditions by Cray Valley and does not bind Cray Valley to perform said Order.

3.2. Cray Valley will only be bound by the terms and conditions of the Order after it has formally confirmed acceptance of same to Buyer. Silence of Cray Valley will not imply acceptance of the Order.

3.3. The terms of the Order shall not be in contradiction with the terms of the GCS and/or the Specific Conditions, unless otherwise accepted In Writing by Cray Valley.

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## Article 4 – Prices – Invoicing - Payment

- 4.1. Prices are expressed in the currency agreed between the Parties and exclude VAT, taxes, duties and other fees. Any such taxes shall be paid by Buyer. Any increase of or implementation of new taxes, duties or other fees after the Acknowledgment of the Order shall be borne by Buyer, even in case of a sale all duties paid.
- 4.2. Cray Valley reserves the right to modify the price at any time. The new price shall be applicable as from the date indicated by Cray Valley.
- 4.3. Any refusal by Buyer to apply the new price shall entitle Cray Valley or Buyer to cancel performance of the concerned Order(s), without any liability or indemnity to the other party. In this case, if Buyer elects to cancel the Order, Buyer shall do so within (five) 5 Business days from notification by Cray Valley of the new price.
- 4.4. Product will be invoiced at the price in force on the date of shipment.
- 4.5. Any claim regarding invoicing shall be notified by Buyer within fifteen (15) calendar days of the date of the concerned invoice.

## Article 5 – Payment

- 5.1. Invoices will be paid no later than thirty (30) calendar days from the date of the invoice, unless otherwise agreed In Writing. Payment of Cray Valley's invoice shall be made in full to the account designated in the invoice by wire transfer and without any deduction, counterclaim, withholding or set-off.
- 5.2. In case of failure in payment by Buyer, or in the event of reasonable doubt arising as to Buyer's solvency or in the event that new circumstances specific to Buyer would arise affecting its legal, financial or economic situation, Cray Valley shall be entitled, prior to continuing sales and deliveries under the Contract, at any time before the due date, to demand payment to be effected by means of provision of a letter of credit or by payment in advance or to require Buyer to provide Cray Valley with a reasonable financial security within then (10) Business days from Cray Valley's request.
- 5.3. Without prejudice to Cray Valley's other rights, in case of late payment, Cray Valley shall have the right without prior notice to increase the amount recoverable by interest at a rate of ten (10) full percentage points per annum above the official interest rate for six months applied by the European Central Bank in EURO (or any equivalent fixing in another currency) to its main refinancing operations official rate. The interest shall be due from the date payment for the Product became due to the date of actual and full payment. Such interest can in no circumstances be construed as an agreement by Cray Valley to provide extended credit, and is in addition to any other rights of Cray Valley arising out of such delay.
- 5.4. If Cray Valley is required to institute proceedings to collect any sum due and owing by Buyer, Buyer shall reimburse Cray Valley for all amounts owing hereunder, and collection costs, costs of court, and reasonable attorneys' fees incurred by Cray Valley. Buyer shall pay Cray Valley a lump sum indemnity of 40 Euros for collection of the sums.
- 5.5. Under no circumstances shall Buyer be authorized to suspend, reduce or set-off any amounts due to Cray Valley without Cray Valley's prior written consent.

## Article 6 – Delivery

- 6.1. Except as otherwise provided, Products shall be delivered FCA, DAP/DDP, CIF/CFR or CPT (Incoterms® ICC 2010). For FCA deliveries, the conditions described in appendix 1 shall apply.
- 6.2. Any delivery deadlines indicated in the Order and Order Acknowledgment shall be indicative only and will not bind Cray Valley. Consequently, Buyer shall not be entitled to damages or cancellation of the Order in case of reasonable delay in the delivery of Product.
- 6.3. In case of successive deliveries, failure to take delivery of one lot shall allow Cray Valley to suspend and/or terminate the Order in respect of remaining deliveries.

## Article 7 – Quantity and Quality – Claims

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7.1. Where Product is delivered in Bulk, Cray Valley reserves the right to deliver up to more or less 10% of the quantity indicated in the Order Acknowledgment, unless otherwise stipulated. The quantity so delivered shall be deemed to be the contractual quantity agreed between the parties.

7.2. The determination of the quantity and quality shall be made at the loading terminal in accordance with good standard practice at the time of loading.

Cray Valley will provide Buyer with a certificate of analysis with each shipment of Product.

The certificates of quantity and quality (or such other equivalent documents as may be issued by the loading terminal) shall, save fraud or manifest error, be used for invoicing purposes but without prejudice to the rights of Buyer to make a claim in accordance with article 7.3.

7.3. Upon Delivery of Product, Buyer shall inspect Product and conduct all appropriate checks to ensure quantitative and qualitative compliance of Product. Buyer shall notify any apparent defect or missing quantities and immediately mark the transport documents accordingly, and shall confirm by recorded mail to Cray Valley any defects discovered during this incoming inspection within five (5) calendar days of Delivery.

For any claim relating to the quantity or quality of Product for any reason, Buyer must provide notice In Writing, with details and supporting documentation, to Cray Valley within thirty (30) calendar days after Delivery of Product, or such claim shall be deemed to be barred and any liability on the part of Cray Valley will be extinguished.

7.4. Notwithstanding article 7.3, Buyer will notify any hidden defect In Writing to Cray Valley within seven (7) calendar days of the earlier of (i) the date of discovery of the hidden defect or (ii) the date such hidden defect would have been discovered by a reasonable (i.e. a diligent, normal and prudent) person, but in any case no later than ninety (90) calendar days from the date of Delivery.

## Article 8 – Safety Data Sheets – REACH

8.1. Product Safety Data Sheets (SDS) are available on [http://www.quickfds.com/cmt\\_bin/wfds-affform2?compte=CRAYVALLEY&langue=EN&transaction=182893949325973&client=&societe=&code\\_fds](http://www.quickfds.com/cmt_bin/wfds-affform2?compte=CRAYVALLEY&langue=EN&transaction=182893949325973&client=&societe=&code_fds) or on Buyer's request. Buyer will communicate to Buyer's employees, contractors, molders, compounders, and other agents (collectively with Buyer, the "Buyer Parties") and customers the SDS and relevant health and safety information, whether Product is in its original form or subsequently Processed. Buyer will instruct Buyer Parties and customers in the proper and safe use, handling, Processing, storage, and disposal of Product, whether in Product original form or in a Processed form. As used herein, "Process", "Processed," and "Processing" shall mean the processing, application, alteration, compounding, blending, molding, mixing, or other uses of Product or the manufacture, assembly, or fabrication of articles or equipment, in whole or in part, directly or indirectly, from Product, alone or in combination with other materials.

8.2. REACH requirements.

1. Cray Valley states and warrants that the requirements and obligations of the European Regulation No. 1907/2006 and any further amendments (including Regulation CLP (EC) 1272/2008 on classification, labelling and packaging of substances and mixtures), hereinafter referred to as "REACH", to allow the placing on the market of the Product(s) sold and/or delivered under the Contract and/or the substances contained therein – for the downstream end-uses that Cray Valley has been informed of by Buyer within the timeframe required under REACH and to which Cray Valley has not objected – shall be fulfilled throughout the term of the Contract within the timeframe required under REACH. Cray Valley shall endeavour to inform Buyer sufficiently in advance – as soon as Cray Valley becomes aware of – if a substance within Cray Valley's Products should not be compliant with REACH or CLP, and in case Cray Valley cannot offer an alternative, in order to enable Buyer to look for alternative sources of supply and in which case paragraph 6 applies for the relevant Product.

2. In application of article 31 of REACH, Cray Valley shall provide Buyer with a copy of the current SDS for the Product(s) and/or the substance(s) contained therein whenever this is so required. Cray Valley undertakes to disclose to Buyer all reasonably relevant and/or required information received from the manufacturer/importer or from its own supplier, which is not mentioned in the SDS, to the extent that Cray Valley is authorized to disclose so. In case no SDS is required under article 31 of REACH, Cray Valley undertakes to disclose the information specified in article 32 of REACH. Cray Valley undertakes to provide Buyer at his first request with written confirmation as well as any other evidence that may be required in order to demonstrate that the Product(s) and/or

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substances contained therein meet the REACH and CLP requirements mentioned above. Cray Valley undertakes to cooperate fully to allow Buyer to comply with any inspection and request made by the national authorities regarding compliance with REACH and CLP.

3. Buyer undertakes to become acquainted with the abovementioned information and to comply with and implement the provisions, measures and precautions mentioned in the SDS and/or additional information. Buyer undertakes to provide such information and obligations to its personnel, contractors and/or customers to whom it supplies the Product(s). Moreover Buyer undertakes to disclose to Cray Valley any new information on the hazardous properties of the delivered Product(s) which Buyer would acquire, in addition to any other information with a nature to challenge and/or improve the risk management measures for the Product(s), the precautions or the recommendations set forth in the SDS. Should Buyer want new or specific uses to be included in the SDS, it must provide Cray Valley in writing with sufficient information on such uses, within a timeframe that is compatible with the implementation of the obligations resulting from REACH. However and notwithstanding such notification, Cray Valley is not bound to take into consideration the specific or new uses that are not provided for in the SDS. For any use advised by Buyer which is declared unsafe or advised against by Cray Valley, or which is not mentioned in the SDS, Buyer undertakes to either draft a report on the chemical safety and carry the costs for implementation of REACH, or discontinue such use.

4. The identified uses of substances supplied by Buyer to Cray Valley are only supplied to Cray Valley in order to allow the latter to comply with REACH. Consequently, the fact that Cray Valley is made aware of the uses by Buyer in the framework of the exposure scenarios shall not constitute, neither shall it be construed as being an agreement between parties regarding the contractual quality of the Product nor shall it represent or be construed as giving any guarantees or warranties (express or implied) with respect to the merchantability, suitability, technical performances or (technical) fitness of the Product for any particular purpose or otherwise.

5. Authorisation.

To the extent that substances in the Products are included in Annex XIV REACH – List of substances subject to authorization (the “Listed Substances”), with the indication of the date from which the placing on the market and the use of the Listed Substances shall be prohibited unless an authorization is granted (i.e. the “Sunset Date”) and the downstream use(s) of the Listed Substances are not exempted from authorisation under REACH, Cray Valley shall apply or, at his option, shall have its supplier apply, for an authorization and use its reasonable efforts to obtain an authorization before the Sunset Date. Subject to the foregoing, and only if the authorisation is not obtained by decision of ECHA, or if it is obvious that the authorisation will not be obtained before the Sunset Date, Cray Valley shall use or, at his option, shall have his supplier use, reasonable efforts to develop for Buyer suitable alternative solution(s) to the Listed Substances in question.

6. In case the Product(s) would not comply with REACH and CLP, Buyer shall, notwithstanding anything to the contrary and without prejudice to its right to claim damages (subject to the limitations under article 12), have the right to suspend or terminate immediately the Contract and/or current Orders with respect to the non-compliant Product(s), without paying any indemnity nor compensation to Cray Valley.

Notwithstanding anything to the contrary, both parties shall have the right to terminate immediately the Contract and/or current Orders with respect to the non-compliant Product(s), without paying any indemnity or compensation to the other party, in case:

- ECHA rejects the registration of the Product(s) and/or the substances contained therein without any fault of Cray Valley, or
- ECHA imposes restrictions on the Product(s) and/or the substances contained therein leading to:
  - o a decision of the Cray Valley to stop manufacturing and/or importing the Product(s), or
  - o the situation that said Product(s) become irrelevant and/or cannot be applied anymore for the uses of Buyer, or
- paragraph 5 applies and the Products and/or the Listed Substances contained therein will not be authorized for the uses of Buyer and no alternative solution can be offered by Cray Valley using reasonable efforts.

7. Cray Valley undertakes to defend, to indemnify and to hold Buyer harmless against

- (i) any and all damage arising out of or resulting from any claim – this however limited to the contract price of the supplied Product with respect to the relevant Order or Contract – and
- (ii) any and all administrative, civil and penal fines imposed by the competent authorities to Buyer,

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and resulting from the non-compliance with REACH by Cray Valley's fault (including the failure to provide the required SDS).

However Cray Valley shall not be liable for any claims or any loss or damage if the Product is used for another use than those identified in Cray Valley's SDS (including identified uses declared by Buyer and not objected to by Cray Valley in the framework of the exposure scenarios), and/or if the use advised by Buyer is declared unsafe or advised against by Cray Valley, and/or if the specifications and precautions contained in the applicable SDS are not observed.

Cray Valley shall not be responsible or liable for any non-fulfilment or delay in the performance of its commitments and obligations if this is due to the observance of legal or regulatory obligations under REACH.

For the avoidance of any doubt, it is specified that the liability of Cray Valley as defined in this article shall neither be affected nor reduced by any other provision of the GCS and/or the Specific Conditions and/or the Contract that may limit or reduce the liability of the Cray Valley as defined hereunder. In case of contradiction and/or discrepancy between this article and any other article of the GCS and/or the Specific Conditions and/or the Contract, the former shall prevail for REACH.

## **Article 9 – Transfer of risks and title**

9.1. The risks of loss and/or damage to Product shall pass to Buyer in accordance with the Incoterms® ICC 2010 agreed by the parties.

9.2. Title to Product shall pass to Buyer upon Delivery.

## **Article 10 – Reference to Cray Valley's brands and trade names**

10.1. Buyer shall not be entitled to use nor refer to the business names, trademarks or logos of Cray Valley's group without the prior written consent of Cray Valley.

10.2. Cray Valley reserves the right to oppose, end or seek indemnification for any use which it deems disloyal, or would constitute free-riding behaviour or which would be detrimental to its image or the rights it has granted.

10.3. Buyer undertakes to immediately inform Cray Valley of any infringement of Cray Valley's intellectual property rights.

## **Article 11 – Termination**

If at any time for the duration of the Contract any party:

- a. is in material breach of the Contract and/or the Order and does not remedy the breach within fifteen (15) calendar days from the receipt of written notice from the party requiring remedy; or
- b. passes a resolution for winding-up, dissolution, administration or reorganisation (other than for the purpose of an amalgamation or reconstruction) or if a court makes an order to that effect; or
- c. declares a moratorium in respect of any of its indebtedness; or
- d. has appointed to it or any of its assets a liquidator, receiver, administrator, administrative receiver or other similar officer,

then, the other party may, without prejudice to any other rights and remedies it may have under the Contract or at law and to the extent authorized under applicable law, either i) suspend its performance under the Contract immediately or ii) terminate the Contract and/or the Order immediately upon prior written notice.

## **Article 12 – Warranties and Liabilities**

12.1. Cray Valley warrants it has good and marketable title to Product sold to Buyer and that, at the time of Delivery Product delivered conforms to Cray Valley's specifications. Cray Valley makes no other warranties of any kind, express or implied, including any warranty of merchantability or fitness of the Product for any particular purpose, even if that purpose is known to Cray Valley. Cray Valley makes no representations or warranties, express or implied, concerning the suitability of the Product for Processing or for Buyer's intended use, Processing, application, sale, or marketing. Buyer is solely responsible for the selection of Product and the determination of the suitability of Product for Processing, use, sale, marketing, or other application(s). Any technical support,

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application information, advice, or assistance that Cray Valley may furnish to Buyer is gratuitous and shall in no way be deemed part of the sale. Cray Valley makes no representations or warranties, express or implied, of any technical support, any proprietary information provided, or the results that might be obtained from technical support.

12.2. In the event the delivered quantity of Product is not compliant with the quantity mentioned in the Contract (without prejudice to article 7.3), Buyer will have the right to require delivery of the missing quantities under terms to be agreed upon between the parties.

In case of claim made by Buyer in accordance with the provisions of article 7.3 and/or 7.4 and non-conformity is asserted after contradictory examination, Cray Valley's sole and entire liability and Buyer's sole and exclusive remedy for any such claim shall be, at Cray Valley's option, i) the replacement of non-conforming Product or ii) the refund of the purchase price of Product if payment has already been effected, or iii) if the non-conforming Product does not meet the contractual specifications but is nevertheless usable by Buyer, the negotiation in good faith of a mutually acceptable arrangement in respect thereof (for ex. a reduction of price for such non-conforming Product) and the conclusion of such arrangement will in such case be deemed as an acceptance of non-conforming Product by Buyer; to the exclusion of any other liability or indemnity of any kind. No return of Product shall be accepted without the prior formal acceptance of Cray Valley formalized in a return voucher.

12.3. In any case the maximum aggregate liability of Cray Valley for all losses (including breach of warranty), injuries, or damages arising out of or in connection with the Contract shall be limited to Buyer's actual direct damages not to exceed the value (i.e. the price applicable on the Delivery date indicated in the Order Acknowledgment) of Product related to the claim or cause of action.

12.4. Under no circumstances shall Cray Valley be liable for any loss of profit, loss of income, loss of production, business interruption, loss of business opportunity, loss of contract, loss of reputation, costs of replacement supplies, for indirect, special, incidental or consequential damages, whether foreseeable or not, nor – to the extent and/or within the limits permitted under applicable law – for attorney's fees, litigation costs and expenses.

12.5. After Delivery of Product to Buyer, Buyer assumes responsibility for injury, loss, damage, and compliance with applicable regulations regarding the handling, storage, sale, Processing, use, or misuse of Product, and Cray Valley shall have no liability thereof.

12.6. Buyer shall indemnify and hold Cray Valley harmless from and against any claim, liabilities, costs, expenses (including court costs, reasonable legal expenses and attorneys' fees), or damages caused by Buyer's handling, storage, use, Processing, application, resale of Product or the end use or application of Product by Buyer.

## **Article 13 – Force Majeure**

13.1. Neither party shall be held liable for any failure to perform or delay in performance of the Contract caused directly or indirectly by an event of Force Majeure that the affected party (the "Affected Party") could not reasonably have predicted and to the extent that the Affected Party was unable to reasonably avoid or overcome such event or its consequences.

13.2. Each of the following occurrences shall constitute an event of Force Majeure even if the above criteria are not fulfilled: fire, sabotage, accident, explosion, interruption or blockade of transportation or communication means, shortage of power or raw material, destruction of installations or equipment, breakdown of machinery or plant, requirements from governmental or local authorities, compliance with any law, order by a legal or de facto authority, embargo, seizure of assets, quarantine, economic blockade, riots, war (whether declared or not), civil war, terrorist act, coup, revolution, act of piracy, strike, lockout or other labor dispute, including strikes or labor disputes affecting the transportation, refineries and depots preventing the normal functioning of production, storage or consumption installations, acts of God, drought, flood, adverse weather conditions, epidemic.

13.3. To be so excused the Affected Party shall provide the other party with Written notice of the nature and anticipated duration of the Force Majeure event as soon as practicable. However to the extent that part of Product remains available from Cray Valley's producing plant affected by the force majeure, Cray Valley will endeavour to apportion available Product among itself and its purchasers on a reasonable and equitable basis, without incurring any liability for failure to perform under the Contract. The Affected Party may omit purchases or deliveries during the Force Majeure period and the contract volume shall be reduced by the quantities so omitted.

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In no event shall Cray Valley be required to purchase products, raw materials, feedstocks, energy or materials from others or a different source in order to deliver Product to Buyer.

## **Article 14 – Confidentiality**

Buyer shall treat as strictly confidential any information provided by Cray Valley in the context of the preparation or performance of any Order. This confidentiality obligation shall remain in force for three (3) years from the date of the Order.

## **Article 15 – Assignment – Change of Control**

15.1. Buyer shall not assign or otherwise transfer all or part of the Contract without the prior written consent of Cray Valley. Cray Valley shall be entitled to freely assign the Contract to any of its Affiliates, in which case Buyer expressly agrees Cray Valley shall be released from its contractual obligations.

15.2. In the case of a company restructuring or change of control, Buyer shall notify Cray Valley with adequate information to allow Cray Valley to assess the impact of changes and Cray Valley shall have the right to i) demand financial security at Cray Valley's discretion, or ii) terminate the Contract with a two (2) weeks' notice after such notification without prejudice to any other rights and remedies.

15.3. Cray Valley may without Buyer's consent assign all or a portion of its rights to receive and obtain payment under the Contract, provided such assignment does not contravene any applicable law, regulation or decree binding upon Buyer. Any payment made by Buyer to the payee specified by Cray Valley in respect of the Product deliverable under the Contract shall be in full discharge of Buyer's payment obligations to Cray Valley under the Contract. Any such assignment will not detract from Cray Valley's obligations under the Contract, except the obligation of confidentiality related to such assignment. Cray Valley or its assignee shall have the right to set-off any of its receivables with any amount due by Cray Valley or its assignee against Buyer.

## **Article 16 – Time Bar**

Any claim of Buyer (except for quality and quantity for which the provisions of article 7.3 and/or 7.4 shall apply or for demurrage claims) shall be barred if not notified to Cray Valley within one (1) year of the date of Delivery of Product, or the date on which it should have been delivered.

## **Article 17 – Code of Conduct - Compliance with international economic sanctions - Anti-corruption**

17.1. Parties undertake to comply with all Applicable Laws insofar as these affect the performance of the Contract.

17.2. Cray Valley and Buyer represent and warrant that they shall perform the Contract in full compliance with the applicable rules and principles set out in their respective code of conduct (a copy of which is available on their respective website or on request). In the absence of such code of conduct for one of the party, the Contract shall comply with the principles of the code of conduct of the other party.

17.3. The parties must perform the Contract in compliance with export control and international economic sanctions laws or regulations that apply to the parties.

Neither party shall be obliged to perform any obligation under the Contract if this would not be compliant with, in violation of, inconsistent with, or expose a party to punitive measures under any laws, regulations applicable to the parties relating to export control and/or international economic sanctions. In this event, such party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party may either (i) suspend the performance of the affected obligation under the Contract until the Affected Party may lawfully discharge such obligation or (ii) terminate the Contract where the Affected Party may not lawfully discharge such obligation.

17.4. Anti-Corruption Undertakings

A- Buyer and Cray Valley each warrant and undertake to the other that in connection with the Contract and the performance thereof, they will each respectively comply with any laws, regulations, rules, decrees and/or official government orders applicable to such party relating to anti-bribery or anti-money laundering and that they shall each respectively take no action that would subject the other to fines or penalties under such laws, regulations, rules or requirements.

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B- Buyer and Cray Valley each represent, warrant and undertake to the other that they shall not, directly or indirectly: pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to: (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or of any public international organization; (iv) any political party or official thereof, or any candidate for political office; (v) any director, officer, employee or agent/representative of an actual or prospective counterparty, Cray Valley or customer of buyer or Cray Valley; or (vi) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

C- In particular, Cray Valley represents and warrants to Buyer that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which Product originated or any agency, department or instrumentality of such government in connection with Product that is the subject of the Contract that would be inconsistent with or contravene any of the above-referenced legislation.

D- Without prejudice to any other rights or remedies which may have hereunder or at law, Buyer or Cray Valley may either (i) suspend or (ii) terminate the Contract forthwith upon written notice to the other at any time, if in their reasonable judgment the other is in breach of any of the above representations, warranties or undertakings.

## **Article 18 – Personal Data Protection**

18.1. Cray Valley informs Buyer that any information related to an identified or identifiable natural person, in particular business contact details of Buyer's personnel and contractors, which is communicated to Cray Valley ("Personal Data"), will be subject to data processing by Cray Valley.

18.2. This data processing is used to manage and perform the Contract. Cray Valley may also process the Personal Data in order to comply with its legal obligations.

18.3. Personal Data will only be used by Cray Valley and will not be transmitted to third parties except to service providers involved in the management and monitoring of customer relationship or to Affiliates of Cray Valley for products and services similar to those which are the subject of the Contract.

18.4. Personal Data may be retained by Cray Valley for as long as necessary to manage and perform the Contract and to comply with applicable laws.

18.5. In accordance with applicable law, any individual whose Personal Data is communicated to Cray Valley has a right to access Personal Data and to require Cray Valley to rectify, update, amend, correct, delete, share with certain third parties, cease or limit Personal Data processing. Individuals wishing to exercise their rights can contact Cray Valley or CNIL if necessary.

18.6. Buyer shall inform its personnel and contractors and other relevant individuals of the content of this article.

## **Article 19 - Applicable law and jurisdiction**

The Contract shall be governed by French law. Any disputes related to the interpretation, the performance or the termination of the Contract shall be subject to the exclusive jurisdiction of the commercial court of Nanterre, including in case of summary judgment, plurality of defendants, or introduction of third party.

Cray Valley and Buyer expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on April 11<sup>th</sup>, 1980.

## **Article 20 – Miscellaneous**

20.1. No delay or omission by either party to exercise any right or privilege herein conferred or to enforce any of the terms and conditions of the Contract shall be construed as a waiver of any such right, privilege, terms or conditions.

20.2. If any provision of the Contract is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction or either party's compliance with any ruling or resolution of the United Nations or the European Union has a like or similar effect, the remainder of the Contract (and of such provisions) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or part thereof).

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20.3. The Contract shall not be modified unless mutually agreed by the parties, which agreement must be evidenced In Writing.

## Appendix 1 - FCA deliveries

### 1. DEFINITIONS

When used in the present provisions, the following words have the meaning ascribed to them here below:

- “Requirements” shall include but not be limited to those relating to health, safety, security and the environment; personal protective equipment relating to the truck/road tanker and its driver; technical requirements of the truck/road tanker; and the required configuration(s) of the truck/road tanker.
- “Loading Terminal” means the facilities at which the Product is loaded or is to be loaded.

### 2. ACCEPTANCE OF TRUCKS/ROAD TANKER(S)

Buyer shall ensure the means of transportation comply with Cray Valley’s requirements (the “Requirements”) and any regulation in force. Cray Valley reserves the right to refuse loading if in its reasonable opinion the means of transportation supplied by Buyer does not conform to these Requirements. Cray Valley shall inform Buyer of the truck/road tanker Requirements at the Loading Terminal prior to any nomination by Buyer of a means of transportation.

Buyer warrants that:

- (a) all conveyances, including truck/road tanker(s) made available for the delivery of the Product shall be tendered in a clean, tight and solid condition and fit to receive the Product;
- (b) all conveyances shall conform to all official rules and regulations required for the receipt and carriage of the Product;

Buyer shall hold Cray Valley harmless from all claims and indemnify Cray Valley for all costs and losses if any of the above warranties are not complied with.

Notwithstanding anything to the contrary express or implied elsewhere in the Contract, Cray Valley shall have the absolute right (which right may only be exercised prior to the passing of property hereunder) to refuse, on any reasonable grounds, to accept any truck/road tanker(s) nominated by Buyer. Cray Valley shall not be liable for any loss or damage which Buyer may suffer as a result of Cray Valley exercising such right.

Notwithstanding any prior acceptance of any truck/road tanker(s), Cray Valley shall have the absolute right (which right may only be exercised prior to the passing of property hereunder) to reject the truck/road tanker(s) in question on any reasonable ground if such truck/road tanker(s) is involved in any incident or more recent information regarding such truck/road tanker(s) becomes available to Cray Valley at any time after such prior acceptance.

Without derogating from any other reasonable grounds that may be available to Cray Valley, such reasonable grounds include (but are not restricted to) a rejection on the basis that the truck/road tanker(s) are determined by Cray Valley to be unacceptable under Cray Valley’s documented assurance requirements.

The truck/road tanker(s) must at all times have hazardous material documentation on-board and clearly display hazardous material plates in accordance with applicable law(s) and the road tanker Requirements at the Loading Terminal.

### 3. NOMINATION

All nominations relating to the delivery of Product into or by truck/road tanker(s) shall, unless otherwise specifically agreed between the parties, be in accordance with the standard operating terms and procedures of the operator of the Loading Terminal.

Buyer shall provide the following information to Cray Valley in writing no later than ten (10) Working Days prior to the first day of the Loading Date:

- date of arrival at the Loading Terminal;
- the number of truck/road tanker(s) and their identification numbers;
- the quantity / net weight of Product to be loaded in each truck/road tanker;

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- destination(s) of the truck/road tanker(s), including full details necessary to comply with the requirements of EMCS, and must include (without limitation) full details (name, address and excise license number) of the relevant excise license holder (authorized warehouse keeper) and the tax warehouse itself; and
- where the Product has not been released for free circulation in the EU (i.e. has T1 status), Buyer must provide sufficient information about the Product's destination(s) as to enable Cray Valley to comply with the EU Community Transit rules, including by the use of the New Computerised Transit System ("NCTS").

Where Buyer's nomination is made in accordance with this Section, Cray Valley will confirm the nomination and notify Buyer In Writing of the:

- Loading Terminal;
- Loading Terminal code; and
- Load code.

For each truck/road tanker, Buyer shall provide a fully trained driver certified by the Loading Terminal as being qualified to drive truck/road tankers within the Loading Terminal. Such driver(s) shall be made available to Buyer's truck/road tanker(s) upon arrival of such truck/road tanker(s) at the Loading Terminal.

## 4. LOADING AND DISCHARGE

Loading of the truck/road tanker(s) must be carried out in a safe and compliant manner in accordance with applicable law(s) and truck/road tanker Requirements at the Loading Terminal. For Product in Bulk, loading must commence at the point the hoses are connected and continue uninterrupted.

Without limiting any other provisions of the Contract, any loss of, or damage to, the Product occurring before, during or after the loading operations, which is caused by the truck/road tanker, the truck/road tanker's owner, or Buyer or any of their respective contractors, agents or employees, shall be for the account of Buyer.

Any claim made against Cray Valley by Cray Valley's supplier or by the Loading Terminal operator or by any third party in respect of damage to any property of Cray Valley supplier or any facilities at the Loading Terminal or to any property of any third party which are caused by the truck/road tanker or the truck/road tanker's owner, or Buyer or their respective contractors, agents or employees shall be borne by Buyer. Buyer shall indemnify (including for the legal costs and disbursements which Cray Valley incurs or becomes liable to pay), release and hold Cray Valley harmless of any claims, liabilities, demands, actions, suits, judgments, costs and expenses arising out of the above.

## 5. OTHER CONDITIONS

All other conditions relating to the delivery of Product into or by truck/road tanker(s) shall, unless otherwise specifically agreed between the parties, be in accordance with the standard operating terms and procedures applied by the operator at the Loading Terminal.

Buyer shall ensure carrier has knowledge and understanding of the provisions of the French décret n° 2017-757 du 3 mai 2017 portant insertion des articles R.114-7 à R. 114-10 au chapitre IV du titre Ier du livre Ier de la partie réglementaire du Code de la sécurité intérieure.

Buyer shall procure that i) Carrier undertakes with regard to all personnel (including drivers) undertaking one of the activities listed in article R.114-7 of the French Code de la sécurité intérieure (Interior security Code), at the time of any new recruitment or new assignment of such personnel, to have an administrative enquiry as per the terms of article R.114-8-I and R. 114-8-II of the French Code de la sécurité intérieure carried out on such personnel. Carrier agrees and undertakes that no personnel having received an "avis d'incompatibilité" by the competent Authority, shall be assigned to the performance of the Services; ii) any affiliate of Carrier and its and their subcontractors involved in the performance of the Services shall comply with obligations at least as stringent as those contained in the present clause; iii) Carrier shall apply mutatis mutandis the provisions of this clause to Services carried out in any country of the European Union or in England where equivalent legislation is introduced, and iv) Carrier shall upon request give evidence to Buyer of strict compliance with the terms of this clause. Upon request from Cray Valley, Buyer undertakes to provide such evidence of compliance with the above provisions to Cray Valley.