

ARMOR GENERAL CONDITIONS OF PURCHASE

1 - Scope

The purpose of these General Conditions of Purchase is to define the terms of the contractual relationship concerned with the purchase of goods and/or services of any kind (hereinafter referred to as "Products and/or Services") that the company ARMOR SAS (hereinafter referred to as "ARMOR") proposes to its Suppliers (hereinafter referred to as "the Supplier(s)") to take into account when negotiating their commercial terms in order to guarantee balanced business relationship. These General Conditions of Purchase may be modified at any time by ARMOR, with prior notice to the Supplier in reasonable time frame in order to allow any negotiation if needed.

2 - Order

2.1. Only an order form bearing "ARMOR" heading and issued from one of its Departments (Purchasing or Supplies) will be a valid order from ARMOR for the Supplier's offer, without prejudice to the need for the Supplier to comply with any technical data or specifications required by ARMOR or with clauses of any specification document defined by ARMOR and communicated to the Supplier in order to draft its offer.

2.2. Each order form must be confirmed by an acknowledgement of receipt with the order reference, dated and signed by the Supplier (or by sending ARMOR's order signed) and sent to ARMOR by post, fax, or email, which confirms, Product by Product and/or Services by Services, the quantity ordered, the quantity to be delivered or carried out, the price and the delivery or performance date.

2.3. If the Supplier has any reservations, these must be sent, in writing, to ARMOR, and be mutually agreed between the Supplier and either ARMOR Purchasing Department, if the reservations concern the price, the conditions of payment and/or (if appropriate) the agreed CCI 2010 INCOTERM, or ARMOR Supplies Department involved, if the reservations concern the delivery dates for Products and/or performance date for Services.

2.4. ARMOR reserves the right to refuse Products and/or Services that have not been ordered or that have not been delivered and/or carried out in accordance with the terms agreed with the Supplier and, if happens, to send Products back to the Supplier at his own expense.

3 Delivery, performance

3.1. Unless otherwise agreed in writing, Products deliveries and/or Services performance must be performed on the date on which the Supplier has undertaken to perform the Services and/or make the Products, in quality and in quantity, available to ARMOR (hereinafter referred to as "the Delivery Term") at the delivery or performance site mentioned in the order. No delivery and/or performance will be made out of ARMOR opening hours, during week-end and day off, unless express prior agreement between ARMOR and the Supplier.

3.2. As the Delivery Term is a mandatory term and an essential condition of ARMOR's consent, the Supplier will be entirely liable for any delay in Products delivery and/or Services performance, and, as a result, will be held responsible for any direct or indirect prejudicial consequences, without prejudice to ARMOR's right to require either a modification in the quantity of Products to be delivered and/or Services to be carried out and the delivery dates, or to cancel the sale, or to select another supplier at ARMOR's choice to supply replacements, at the Supplier's expense.

3.3. ARMOR reserves the option of refusing any advance delivery of Products and/or performance of Services which has not been previously agreed between ARMOR and the Supplier, and, if appropriate, with the Supplier's prior agreement, postponing to a later date a delivery and/or performance that could not have been performed on the date committed by the Supplier.

3.4. The Supplier undertakes to deliver Products and/or to carry out Services in conformity with both French and European legal provisions, standards and regulations in force, with any requirements of the contractual specification document or any technical data or specifications required by ARMOR and communicated to the Supplier.

3.5. Before Products delivery and/or Services performance, the Supplier must carry out all useful and necessary controls (in particular the trials and non-destructive testing normally required by good professional practice) which will enable him to guarantee the quality, the conformity and the safety of his Products and/or Services.

3.6. ARMOR being granted Authorized Economic Operator (AEO) by customs, the goods transported by order of the company Armor SAS must be protected against unauthorized intrusion during transport. Staff engaged in the transportation of these goods must be reliable in terms of safety and preference approval holder "Authorized Operator".

4 - Accompanying documents

All packaging of delivered Products must include the necessary documentation (delivery notice, analysis statements, safety data sheets, etc) and ARMOR's orders references must be mentioned.

5 - Packing, packaging, identification

The packing of Products must comply with the provisions of European Directive 94/62/EC 38 of the 20 December 1994 on packaging and packaging waste, and comply with the successive provisions, and must respect the implementation orders which incorporate these provisions into European Member States national laws, and especially for France, the provisions of the environmental Code.

6 - Payments

6.1. Any invoice shall be sent in two copies at the following address:
ARMOR SAS, Service Comptabilité Fournisseurs, 20, Rue Chevreul, CS 90508, 44105 NANTES CEDEX 4 (France). It must include legal mentions, ARMOR's item part number, ARMOR's order number and items specified in the ARMOR' Supplier Invoice Charter communicated by ARMOR to the Supplier.

6.2. Unless expressly agreed otherwise in writing between ARMOR and the Supplier, all payments between ARMOR and the Supplier are made by ARMOR at 60 (sixty) days invoice's date.

7 - Transfer of ownership and risks

7.1. Unless otherwise expressly and previously agreed in writing between ARMOR and the Supplier, the transfer of ownership of the Supplier's Products will occur at the contractual delivery date, whatever the payment date.

7.2. Unless otherwise expressly and previously agreed in writing between ARMOR and the Supplier, the transfer of risks of loss and deterioration of the Products will occur at the performance or at the delivery and reception without reservation of these Products by ARMOR, whatever the date of the transfer of ownership and payment.

7.3. In consequence, if the transfer of ownership precedes the transfer of risks, the Supplier undertakes to take out, on ARMOR's behalf, but at the Supplier's expense, an *ad hoc* insurance for the risks of loss and deterioration of Products whose ownership will has been transferred to ARMOR.

8 - Compliance and quality of the Products delivered and/or Services carried out

8.1. The Supplier must guarantee his Products and/or Services conformity by defining and applying an effective program of quality and safety control to enable him to reduce to the minimum possible the risks from the Products and/or Services and to guarantee the compliance of these Products and/or Services to the French standards, requirements and regulations in force, whether or not ARMOR has delegated to the Supplier the Quality controls based on the Quality standard effective in the Supplier's country.

8.2. ARMOR has a 90-(ninety)-days-period from the date of receipt of Products and/or performance of Services to verify compliance of Products delivered and/or Services performed.

8.3. The Supplier will carry out and/or replace immediately, at his own expense, any Services and/or Products carried out and/or delivered to ARMOR which would not comply with the order, with the quality criteria and/or with the purchase specifications or technical data expressly accepted by the Supplier after communication by ARMOR or which would not satisfy ARMOR's requirements based, in particular, on the Quality standard effective in the Supplier's country.

9 - Guarantee, insurance and warranty of the Supplier

9.1. The Supplier will be held entirely liable regarding ARMOR of any prejudicial consequences from an eventual conformity and quality default of Products delivered and/or Services carried out to ARMOR, in terms of quantity and of quality, and undertakes consequently to fully indemnify ARMOR against any prejudice that might result for ARMOR.

9.2. The Supplier shall provide documentary evidence on first demand that these risks are covered by insurance and assigns to ARMOR, as need be, the benefit of any policies taken out for this purpose.

9.3. If a Supplier's Product initially approved by ARMOR is partly or wholly modified (components, material equipment, process) or stopped to be manufactured or supplied during the contractual relationship, the Supplier undertakes to notify immediately to ARMOR by written notice and to propose to ARMOR an alternative solution with modified or new product. The Supplier shall obtain ARMOR's express and prior agreement on the modified or new product before any order and/or delivery.

The Supplier guarantees ARMOR to provide it with the Product initially approved by ARMOR for a period of 18 (eighteen) months as from the date of receipt of the Supplier's written notice. ARMOR will communicate to the Supplier its latest updated needs of Products to facilitate the implementation of the 18 (eighteen) months stock of the Product initially approved by ARMOR. ARMOR undertakes to purchase this stock within an 18 (eighteen) months period.

9.4. The Supplier undertakes to guarantee ARMOR against any actions or claims of which ARMOR could be the victim relating to industrial property rights that cover the Products and/or the Services.

10 - Final provisions

10.1. Global Responsibility: The Supplier undertakes to comply with the eight fundamental Conventions identified by the International Labour Organization (Freedom of Association and Protection of the Right to Organise Convention, Right to Organise and Collective Bargaining Convention, Forced Labour Convention, Abolition of Forced Labour Convention, Minimum Age Convention, Worst Forms of Child Labour Convention, Equal Remuneration Convention, Discrimination (Employment and Occupation) Convention) and to struggle against bribery of any nature, included shakedown and bribes.

10.2. By signing the Charter for Responsible Supplier Relations, a code of good conduct that promotes fair practices between client and suppliers, ARMOR commits itself to establish and maintain a sustainable relationship with its partners. The Supplier will make every effort to promote the same sustainable values. On this basis, ARMOR proposes to all of its Suppliers to sign ARMOR's Business Code of Conduct communicated to them.

10.3. The trademark "ARMOR", domain names, certain range names and patents are protected in France and in certain foreign countries and remain the exclusive property of ARMOR. Nothing in these General Conditions of Purchase is intended to grant any rights to the Supplier under any trademark, names, patent or other intellectual property right held by ARMOR. The Supplier undertakes not to infringe and not to improperly use any intellectual property rights of ARMOR. ARMOR would be grateful if the Supplier could notify ARMOR of any infringement or improper use of any intellectual property right of ARMOR which the Supplier is aware of.

10.4. If, during their contractual or commercial relationship, the Supplier and/or ARMOR meet a dispute, they commit to do everything to reach an amicable settlement together with the support of Armor internal mediator to search the solution the most adapted to the resolution of the dispute. Here is the e-mail contact address: mediateur@armor-group.com. If mediation should fail, the commercial court of Nantes will be sole competent, even in the event of emergency proceedings, plurality of defendants, additional claim or claim for contribution from a third party.

10.5. The agreements and orders placed by ARMOR to the Supplier shall be governed by and construed in accordance with the French law, Vienna Convention of April 11, 1980 being excluded.