



STANDARD TERMS OF PURCHASE

1. INTRODUCTION

The purchase contract (the contract) is comprised of (i) our order, (ii) the related documents and (iii) our standard terms of purchase.

2. ACKNOWLEDGEMENT OF RECEIPT

An acknowledgement of receipt must be sent to us immediately after receipt of our order. The sending of an acknowledgement of receipt and/or the mere execution of this order entails unconditional acceptance of our conditions by the supplier.

3. CONTRACTUAL TIMEFRAMES

Our timeframes are understood for merchandise **made available on our premises**. In the event of a delay and after notice, we reserve the right: 2) to demand the replacement of said merchandise by high speed or express service, at the supplier's expense. The timeframes that we request must not be moved back or forward without our consent, and invoices shall only be paid at the contractual expiration. Moreover, we reserve the right to return merchandise in the event of storage problems.

4. DELIVERY SLIP

A delivery slip, prepared in one copy, must accompany the merchandise. It must in all circumstances contain the order number, the reference number of the articles, their description, and must indicate whether this is a down payment or payment of the balance.

5. PACKAGING – SHIPPING

Packaging, which is always borne by the supplier, must be adapted to the supplies, the means of transport, and to the place of destination. In the event of damage or loss due to inappropriate or defective packaging, the supplier shall be held liable. Those supplies whose nature requires special packaging or special maintenance must mention on their packaging the necessary marks and information, in particular the weight and the slinging points allowing for accident-free unloading. Shipping is always carried out in the best of our interests. We only reimburse carriage due in the amount of the least expensive rail rate. Wagon parking expenses, and warehousing, maintenance or other expenses resulting either from a delay in the sending of the shipping notice, or from insufficient labelling of shipping documents, or any other cause attributable to the supplier shall be borne by the latter.

6. ACCEPTANCE AND CHECKS

Acceptance must take place at our plants in order to be valid. If it takes place at the supplier's premises by our agents or by agents authorised by external entities, it is only provisional and does not bind us. However, despite this acceptance and these checks, we reserve all rights in respect of any materials and other defects that appear at a later date, in particular during machining. Moreover, we reserve the right to reject any non-conforming delivery and to cancel our order, if applicable, even in the case of cash payment made against full reimbursement and subject to compensation in the case of loss.

7. RETURN

Any merchandise rejected shall be returned to the supplier as quickly as possible, at its expense and risk. Rejected merchandise shall not reduce the quantity ordered. It shall remain due, unless otherwise agreed. If the order is

cancelled following this return, the supplier is required to pay all advances that have been paid to it, subject to compensation in case of loss.

8. TRANSFER OF RISKS – TRANSFER OF OWNERSHIP

The means of delivery and the transfer of risks take place in accordance with Incoterms 2000 (ICC- Paris edition). The ownership of the supplies is transferred at the time of their qualitative and quantitative acceptance at the recipient entity designated by us.

9. STANDARDS

The supplies must satisfy French standards and the company's standards concerning their technical characteristics and health and safety issues.

10. RIGHT TO INSPECT

We reserve the right to verify or to have others verify, at any time, the contract's proper implementation on the premises of the supplier and/or its subcontractors and any suppliers. The supplier undertakes to permit and to organise these inspection visits and to impose these provisions on its subcontractors and suppliers, if any.

11. WARRANTY

Independent of the legal guarantees and regardless of the causes of the failure to perform, the supplier guarantees the supplies for a period of at least 12 months after shipping against any hidden or visible defects,

12. INSURANCE

The supplier must be the policyholder of an insurance policy covering all damages linked to the contract's implementation that occur to persons and to property. This insurance policy must be taken out with insurers of known solvency and the supplier must be able to furnish proof, at any time, of the existence of this insurance policy and its payment of the premiums.

13. CONFIDENTIALITY – INDUSTRIAL PROPERTY

The plans, execution drawings, sketches, manufacturing diagrams, models, notes, and in general, all documents, and all written or verbal information communicated to the supplier are strictly confidential. In addition, the contract cannot give rise to any direct or indirect publicity without our written consent. All of the information referred to above shall remain our exclusive property: these provisions are imposed by the supplier on its subcontractors and on any suppliers.

14. TOOLS

15. FORCE MAJEURE

In accordance with the contract, a case of force majeure is considered as any event that cannot be controlled by the Parties, including: fire, flooding, strikes, unforeseeable and unavoidable accidents, war, acts of God, government actions, boycotts, or social unrest or riots. The party citing the force majeure must so notify the other party by telex confirmed by letter within 48 hours after having become aware of the event constituting a case of force majeure. The same party must notify the other party in the same manner, within the same timeframe, of the date on which the case of force majeure ceases to exist. Neither party shall be held liable for any failure or delay in executing any commitment whatsoever pursuant to the contract if said failure or delay is due to a case of force majeure. The contract's implementation shall be suspended during the time and insofar as the force majeure persists: the suspension period must be agreed to between the Parties. The Parties must do everything in their power to attenuate the effects and consequences of the force majeure and to resume the execution of their obligations as quickly as possible after the cessation of the case of force majeure. If the duration of the case of force majeure exceeds 6 months, the Parties, at the written request of either party, shall decide jointly on the measures to be taken. In the absence of agreement within

15 days of this request, the contract may be terminated at the initiative of either party, by registered mail with acknowledgement of receipt. Such termination cannot give rise to any compensation.

16. SUBCONTRACTING

The supplier cannot subcontract all or some of the contractual obligations unless we have approved the subcontractor in writing. The supplier shall alone shall be responsible for the work and supplies subcontracted. In addition, we reserve the right to make payment to the supplier conditional upon the supplier's submission of proof that it has paid the subcontractor.

17. SAFETY

The supplier guarantees that the supply that is the object of the contract is equipped with all of the regulatory safety mechanisms customarily applied in the trade. It must furnish the additional safety mechanisms whose supply may be provided for. In all those instances in which the contract involves services to be carried out on our premises, the supplier must, prior to any work by its staff, contact the safety manager of the site in question, in order to decide with the latter on any measures to take in order to satisfy health and safety requirements, in particular those required by legal and regulatory provisions.

18. INVOICES AND PAYMENTS

Invoices only prepared in a single copy. They must not be dated or sent prior to the delivery of the merchandise. Invoices shall be returned if they do not indicate the order's complete reference. Payment term is 60 days from the invoice date,

19. GOVERNING LAW – ASSIGNMENT OF JURISDICTION

Any disputes concerning the contract's validity, interpretation or implementation shall be subject to Korea law and shall be referred exclusively to the commercial court of our registered office, notwithstanding any conflicting stipulation, and even in the case of more than one defendant, or in the case of third party proceedings.