INSPERIAL
SURFACE SOLUTIONS

# GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

## 0. DEFINITIONS

« PURCHASER » means any entity Affiliated with the ADHEFIN INTERNATIONAL group and listed in Annex 1, which is a party to this Agreement in such capacity

## 1. SCOPE OF APPLICATION

These general terms and conditions of purchase form an integral part of the PURCHASER's purchase proposal to its Suppliers and are intended to define the purchasing and selling relationship terms applicable between PURCHASER, hereinafter referred to as the PURCHASER, and its Suppliers. By accepting any order for materials, equipment, components, products, or services of any kind from PURCHASER, the Supplier thereby accepts, without reservation, these general terms and conditions of purchase, which constitute the sole agreement applicable to PURCHASER's purchases, to the express exclusion of the Supplier's general terms and conditions of sale or any other document issued by the Supplier relating to the PURCHASER's order. Any order or derogation from these terms must be confirmed in writing and signed by the PURCHASER's Purchasing department.

The PURCHASER reserves the right to terminate an order at any time and for reasons of which it remains the sole judge, subject to fifteen (15) days' prior notice by registered letter with acknowledgment of receipt.

## 2. ORDERS

2.1 Purchase order

All purchases made by the PURCHASER shall be the subject of a purchase order issued by its Purchasing department. In the case of blanket orders or open orders (contracts), the quantities to be delivered and the delivery deadlines shall be indicated by separate call-offs issued by the Purchasing department.

2.2 Acknowledgment of receipt

The order is deemed accepted and binding upon receipt by the PURCHASER of the acknowledgment of receipt, preferably by email or by fax or mail, which must reach the PURCHASER within three (3) calendar days following the order date.

The PURCHASER shall be entitled to cancel the order without any penalty if the acknowledgment of receipt has not been received within ten (10) days. As long as the Supplier has not confirmed the order, the PURCHASER is entitled to modify it. The Supplier shall then be informed as soon as possible of the terms of the requested changes. Any order accepted by the Supplier constitutes a firm and final commitment on its part and implies its adherence to these general terms and conditions of purchase and to the PURCHASER's special conditions, unes they have been the subject of written réservations formally accepted by the PURCHASER.

## 3. CONFORMITY

Conformity with plans, specifications, and statements of work: Without prejudice to the provisions of Article 4.1, the supplies must comply with the plans, specifications, statements of work and, for characteristics not specified, the initial samples provided by the PURCHASER in any form whatsoever (written, electronic media, etc.) that have been accepted, and must be free from any defect.

The Supplier is responsible for ensuring that the packaging of its supplies is suitable for the transport conditions chosen, and for labeling. The Supplier undertakes to replace immediately and within a maximum of five (5) calendar days, and at its own expense, all delivered materials, equipment, components, products, or services of any kind that do not conform to the quality criteria set out in the accepted statement of work, which the Supplier acknowledges, unless, after having notified the non-conformity with respect to the aforementioned specified quality criteria, the PURCHASER requests the termination of the sale and/or its replacement from another supplier of its choice, at the Supplier's expense, without prejudice to compensation that may be claimed by the PURCHASER for all direct and indirect financial consequences resulting from damage of any kind caused to persons or property as well as product withdrawals for any reason whatsoever.

Purchase conformity also covers ordered quantities, which may therefore be subject to reservations and give rise to the application of the provisions below.

## 4. COMPLIANCE WITH REGULATIONS

14.1 Compliance with laws and regulations

Supplies delivered by the Supplier must meet applicable legal, regulatory, and standard requirements, in particular regarding the quality, composition (subject to REACH regulation), The General Terms and Conditions of Sale and the General Terms and Conditions of Purchase must mandatorily include provisions relating to GDPR compliance, anti-corruption, and environmental protection. (Annex 2 : Responsible Purchasing Charter).

4.2 Origin of supplies

At the PURCHASER's request, the Supplier shall certify the origin of the supplies.

4.3 Quality assurance

The Supplier undertakes to adhere to the PURCHASER's quality system (according to ISO 9001) and to strictly

comply with its terms. The Supplier shall be deemed fully liable to the PURCHASER for all detrimental consequences of any possible lack of conformity and quality of the goods or services delivered, both in qualitative and quantitative terms, and therefore undertakes to fully indemnify the PURCHASER for losses that may result therefrom (see Article 5.3).

In addition, in such event, the Supplier agrees to pay the PURCHASER, upon due notification of the defect, as a penalty clause and in addition to compensation for the loss suffered, compensation corresponding to fifteen (15) % of the pre-tax amount of the disputed deliveries, without prejudice to other losses suffered. If, during homologation and/or certification tests carried out by the PURCHASER or by any third party designated by it, the materials, equipment, components, products, or services delivered by the Supplier do not comply with the technical terms of the Contract, the Supplier must immediately remedy all the defects found. New tests will then be carried out by the PURCHASER, unless the shortcoming is insignificant. The Supplier shall bear its own internal and transport costs.

4.4 Oversight and airworthiness

Each supplier may be subject to an evaluation as well as an audit carried out by the PURCHASER to ensure monitoring of its quality system. To guarantee the quality of its product, the supplier must undertake to: keep traceability of product realization, i.e., any document or record affecting the final quality of the supplied product, its conformity, its properties; keep documented information, including retention periods and destruction requirements, in a manner that allows the relevant supporting documents to be accessible and readable for 25 years; perform processes with trained and competent personnel and perform special processes by authorized persons; raise staff awareness regarding product or service quality, product safety, and the importance of the code of ethics; prevent the use of counterfeit parts and raise staff awareness of counterfeiting; flow down applicable requirements to external providers, including customer requirements; use external providers designated by the customer or approved, including sources for special processes; notify the organization of nonconformities in processes, products, or services and obtain its agreement for disposition; notify the organization of changes affecting processes, products, or services, including changes to external providers or production site, and obtain its agreement; provide test specimens for design approval, inspections/verifications, investigations, or audits.

4.5 Right of access

The supplier must grant the right to authorities (EASA, DGAC, OSAC, military), to the PURCHASER and to its clients, to access its premises or any sites concerned by the order, as well as all applicable records.

**5. DELIVERY**

5.1 Packaging

Products must be properly and sufficiently packaged in appropriate packaging, taking into account their nature and the precautions to be taken to protect them against weather conditions, corrosion, loading or unloading accidents, transport and storage constraints, vibrations or shocks, etc. Packages shall be clearly identified with reference to the PURCHASER's corresponding purchase orders. Unit marking or labeling of components delivered by the Supplier is recommended to avoid any delay in their receipt. The Supplier will be responsible for breakage, shortages, and damage resulting from incorrect or unsuitable packaging, marking, or labeling. Any required customs clearance shall be performed according to the INCOTERM of the order.

5.2 Delivery deadlines

The delivery date indicated on the PURCHASER's orders or delivery call-offs, in whatever form, is mandatory. It is the date of delivery at the location specified in the order. The Supplier acknowledges that it is deemed in default of delivery solely by the expiry of this deadline without any other formality. This deadline is of the essence and a fundamental and determining condition of the PURCHASER's consent; therefore, the Supplier shall be fully liable for any delay in delivery and shall owe, as a penalty clause and in addition to compensation for the loss suffered, late payment interest calculated at the rate of one (1) % per day of delay up to a maximum of twenty (20) % of the pre-tax purchase price of the deliveries of the product(s) received late, without prejudice to other losses suffered.

Furthermore, in case of non-compliance with this date, the PURCHASER reserves the right to cancel the order concerned without judicial ruling, and without prejudice to damages that it may claim from the Supplier as compensation for the loss suffered due to its default, including damages that it may have to pay to its own customers for not having been able to fulfill its commitments. The PURCHASER also reserves, in the same case, the right to turn to any other supplier without restriction to obtain the supplies covered by the relevant order. In such case, any difference between what the PURCHASER would pay this new supplier and what it should have paid under the order in question, as well as all costs incurred by this new purchase, shall be borne by the defaulting supplier.

5.3 Acceptance

Final acceptance by the PURCHASER, which entails acceptance of the delivery and the obligation to pay the Supplier, always takes place at the place of delivery indicated on the order. This acceptance is in no way bound by any prior provisional acceptance or discharge that may have been made. Where applicable, the special conditions

of the order set out the conditions for final acceptance. Any non-conforming supply, particularly regarding quantitative and qualitative specifications, shall be returned to the Supplier at its expense, risk, and peril. The Supplier is also required, at the PURCHASER's request, to immediately replace the product in question at its expense. Failing this, the PURCHASER may apply the provisions of Articles 5.1 and 5.2, and shall be fully indemnified against any claim, of any kind whatsoever, that may be made in this respect and against the detrimental consequences that may result for it.

**6. WARRANTY**

In addition to strict compliance with the terms of the order, and without prejudice to the provisions of Articles 3, 4, and 8, supplies purchased by the PURCHASER are warranted against any defect or malfunction resulting from a defect in materials, manufacturing, or design for a period of at least two (2) years from the commissioning of the products at the PURCHASER's customers, except for latent defects for which the warranty is not time-limited. As part of continuous improvement and partnership, the supplier undertakes to inform us 6 months in advance of any changes, even minor, or obsolescence that may affect its products, processes, or service.

The Supplier acknowledges the PURCHASER's expertise in analyzing the causes of malfunction or non-conformity of delivered products and, consequently, accepts its conclusions. The PURCHASER undertakes to promptly notify the Supplier of cases of non-conformity or malfunction of delivered products, giving the Supplier the opportunity to conduct its own expert assessment of said products. This request must be made to the PURCHASER within 24 hours after becoming aware of the non-conformity. All incurred costs (disassembly costs, transport costs, and miscellaneous costs) shall be borne exclusively by the Supplier according to the terms and the schedule available on the PURCHASER's Internet portal (cf. Article 2.1). The Supplier may repair the non-conformities itself, at its own expense, provided that such repair is carried out within a timeframe deemed reasonable by the PURCHASER and its customer. Otherwise, the PURCHASER reserves the right, at the Supplier's expense, to replace the defective supplies or repair them and remedy the damage incurred. All costs related to compensation for the loss suffered, including the costs, damages, and interest that the PURCHASER may have to pay to its customers, will be re-invoiced to the defaulting Supplier.

Generally, in the event of default, and in any case, the Supplier is held liable and undertakes to bear all direct and indirect financial consequences resulting from damage of any kind caused to persons and/or property, as well as from measures for withdrawal, suspension, sequestration, return with customer refund, modification and/or destruction of products, whether these measures are ordered by public authorities (including courts) or voluntary and for whatever reason, particularly in the event of a latent defect, non-compliance with a standard or regulation, or lack of safety. The supplier must imperatively inform us if it detects counterfeit parts.

**7. INSURANCE**

The Supplier shall, at its own expense, take out the necessary insurance cover to cover the liabilities it incurs as a result of performing this contract for all bodily injury, property damage, and consequential loss. At the PURCHASER's request, the Supplier shall send it general and professional liability insurance certificates dated within the last six months. In all cases, the Supplier shall provide, upon the PURCHASER's simple request, suitable insurance covering the products until arrival at the PURCHASER's premises or any other destination approved by the PURCHASER. The Supplier shall provide proof of payment of insurance premiums upon the PURCHASER's first request.

**8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Drawings, plans, and specifications provided by the PURCHASER, in any form whatsoever (written, electronic media, etc.), for the Supplier's performance of orders, are the property of the PURCHASER and/or PURCHASER. They may not be reproduced in whole or in part, nor disclosed to third parties without the PURCHASER's authorization. Unless agreed by the PURCHASER, the Supplier is prohibited, for an indefinite period, from carrying out for other clients or for itself any parts based on plans, drawings, models, or tooling owned by the PURCHASER.

8.2 The Supplier warrants that the goods or services delivered are not likely to be subject to any industrial or artistic property claims (patents, trademarks, designs and models), of any kind whatsoever. The Supplier is solely responsible for the validity of its industrial property rights for the manufacture and marketing of its supplies. If a third party takes action to prohibit, limit, or modify the marketing or sale of its supplies, the Supplier shall be solely responsible for all detrimental consequences arising from such action and shall compensate the PURCHASER for the entire damage suffered due to total or partial non-performance of the contract, including damages that the PURCHASER may have to pay to its own customers for not having been able to fulfill its commitments. In all cases of proceedings brought against the PURCHASER, the latter reserves the right to terminate current contracts as of right by sending a simple registered letter with acknowledgment of receipt, without prejudice to all its rights and actions against the Supplier.

**9. PRICE, INVOICING, PAYMENT TERMS AND BANK DETAILS CHANGE & FRAUD PREVENTION**

9.1 Prices: The prices indicated on the PURCHASER's orders

are firm and non-revisable. They are understood as delivered duty paid to the destination specified by the PURCHASER. In the absence of an expressly specified INCOTERM, they include packaging costs as well as any other cost, risk, or charge related to the performance of the order. Any additional cost, of any nature whatsoever, must be the subject of the PURCHASER's prior written consent expressly indicated on the purchase order. Orders do not give rise to any systematic advance payments (neither down payments nor deposits), unless expressly stipulated in the order and the special conditions.

9.2 Invoicing: Invoices, prepared in a single copy in the name and to the billing address specified on the order, must include all legal notices and all the information appearing on the PURCHASER's order allowing identification and control of the supplies.

9.3 Payment terms: Unless otherwise stipulated in the order and subject to acceptance of deliveries by the PURCHASER, all purchases are payable in accordance with French legal provisions. The PURCHASER expressly reserves the right to withhold, when settling the Supplier's invoices, any sums that the Supplier may owe it for any reason whatsoever.

9.4 Change of Bank Details and Fraud Prevention: Any modification to the Supplier's bank or payment details must :

- Be notified in advance in writing via secure channels only (designated portal, verified email, or courier-delivered letter on official letterhead signed by an authorized signatory);
- Requests made via informal or unvalidated channels will be null and void;
- No change will take effect until the PURCHASER has completed mandatory verification, including a call-back to a pre-registered number and a secondary secure confirmation;
- The Supplier assumes all risk in the event of non-compliance, and the PURCHASER shall not be held liable for payments made to previously verified bank details;
- The PURCHASER may suspend any payment until verification is duly completed, without this constituting a breach or delay in payment.

9.5 Assignment to third parties: Unless expressly authorized by the PURCHASER, the Supplier is prohibited from assigning its receivables on the PURCHASER.

**10. TRANSFER OF TITLE AND RISK**

Unless otherwise stipulated in the special conditions of an order, transfer of title and risk shall take place upon acceptance by the PURCHASER of the purchases received without reservation, regardless of the date of payment. Transfer of the risk of loss and deterioration of purchases shall occur upon delivery and acceptance, without reservation, of the purchases, regardless of the date of transfer of title and payment. Consequently, if transfer of title occurs prior to transfer of risk, the Supplier undertakes to take out, on behalf of the PURCHASER but at its own expense, appropriate insurance covering the risks of loss and deterioration of purchases for which title has been transferred. The PURCHASER in any case rejects any retention of title clause not expressly accepted by it.

**11. AFTER-SALES AND SPARE PARTS**

The Supplier undertakes to make available to the PURCHASER spare parts for the products it delivers to it or for components of these products for at least ten years after the cessation of manufacture of the relevant products.

**12. TOOLING**

For supplies requiring tooling or programming (models, samples, tooling, jigs, plans, etc.), the costs for their production, maintenance, and renewal shall, unless otherwise agreed in writing, be borne by the Supplier. The use of such tooling is strictly limited to the needs of the PURCHASER or PURCHASER of which it forms part.

**13. SUBCONTRACTING**

Orders may not be performed in whole or in part by a subcontractor of the Supplier without the PURCHASER's prior written consent. If the PURCHASER agrees to subcontract to a third party all or part of the order, the Supplier shall remain solely responsible for the subcontractor's performance vis-à-vis the PURCHASER and undertakes to ensure the subcontractor's adherence to these general terms and conditions of purchase.

**14. CONFIDENTIALITY**

The Supplier is bound by professional secrecy. All information communicated by the PURCHASER is confidential. The Supplier must in particular take all measures to ensure that specifications, formulas, drawings, and plans relating to orders are neither communicated nor disclosed to third parties, whether by employees, permanent or occasional workers, suppliers, or subcontractors. This obligation shall remain in force throughout the performance of the order and for five years thereafter. Upon completion of the order, the Supplier undertakes to immediately return to the PURCHASER, upon request, all documents, whether confidential or not, relating thereto.

**15. EXCLUSIONS**

The PURCHASER's orders are not subject to any obligation other than those provided by law and those they expressly accept. In particular, they do not recognize any so-called trade usage clause unless they expressly provide for its acceptance. The Supplier acknowledges having understood

all the terms of the order. Any inconsistencies, inaccuracies, or imprecisions reported by the Supplier after acceptance of the order may not give rise to any possible price increases.

**16. FORCE MAJEURE**

For the PURCHASER to accept the Supplier's claim of force majeure to justify non-performance or delayed performance, the Supplier must have notified the PURCHASER immediately by fax and then by registered letter with acknowledgment of receipt, as soon as it notes the occurrence of the force majeure event and the impediment it constitutes to the Supplier's obligations. Being so notified in no way commits the PURCHASER as to its acceptance or challenge of the Supplier's claims.

**17. TERMINATION CLAUSE**

In addition to what is provided in the event of non-compliance with the deadline by clause 5.2 above, any purchase order placed by the PURCHASER shall be terminated as of right in the event of non-performance of all or part of its obligations by the Supplier. This termination shall take effect without further legal proceedings after formal notice from the PURCHASER by registered letter with acknowledgment of receipt, which remains without effect eight days after receipt. The PURCHASER also reserves in this case the right to take the same measures as those provided for in clause 5.

**18. SEVERABILITY**

If any provision of this Agreement is declared null, invalid, or unenforceable under applicable mandatory local laws, such invalidity shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

**19. GOVERNING LAW**

All of the PURCHASER's orders, regardless of their form : contract, purchase order, delivery call-off, agreement, or contract, are governed by French law.

**20. JURISDICTION**

For any dispute arising in relation to the performance of said orders and resulting from the purchasing operations covered by these general terms and conditions of purchase, it is expressly agreed that the competent court shall be the Commercial Court within whose jurisdiction the PURCHASER's registered office is located.

**ANNEX 1 : NON-EXHAUSTIVE LIST OF COMPANIES AFFILIATED WITH THE ADHEFIN INTERNATIONAL GROUP**

**FRANCE :**

- ADHECAPITAL : (SAS) RCS numéro 902 949 429 R.C.S Paris
- ADHEFIN SAS : (SAS) R.C.S numéro 789 695 269 R.C.S. Paris
- ADHETEC : (SAS) R.C.S numéro 318 761 012 R.C.S. Tarbes
- PERRONE AEROSPACE FRANCE : (SAS) R.C.S numéro 853 639 011 R.C.S. Nanterre

**UK :**

- MGR HOLDING LIMITED : Company number 02259742
- MGR FOAMTEX LIMITED : Company number 02204272
- MAGERIK LIMITED : Company number 01633829

**USA :**

- ADHEFIN INC. : Delaware Division of Corporations n°7556407
- CIRRUS ROLLOVER INC. : Delaware Division of Corporations n°7568523
- PERRONE LEATHER LLC : New York State Division of Corporations n°2446096
- ADHETEC USA LLC. : Delaware Division of Corporations n°10146219

**CANADA :**

- ADHETEC CANADA Inc : Canada's Business Registry n°1086400-5 Quebec's Business Registry n°1173773939

**CHINA :**

- INSPERIAL Asia-Pacific Co. Ltd Hong Kong
- YADE INDUSTRIAL ADHESIVES (TANJIN) Co. Ltd

## ANNEX 2 : RESPONSIBLE PURCHASING CHARTER (V 2026)

### 1. Preamble – Purpose and Scope of Application

This Responsible Purchasing Charter (the "Charter") is adopted by the INSPERIAL group and all its subsidiaries, branches and controlled entities, regardless of the country in which they operate.

It applies to all INSPERIAL suppliers, subcontractors, service providers, intermediaries and business partners (hereinafter the "Suppliers").

The Charter formalises INSPERIAL's commitment to promoting sustainable development, uncompromising business ethics, respect for human rights and environmental protection throughout its supply chain.

This Charter is part of the main international standards on social and environmental responsibility and is aligned in particular with the principles of the United Nations (UN) Global Compact, the Universal Declaration of Human Rights (UDHR), the fundamental conventions of the International Labour Organization (ILO), and the OECD Guidelines for Multinational Enterprises.

The principles of the Charter constitute essential criteria for the selection, assessment and retention of Suppliers within INSPERIAL's panel.

### 2. General Principles and Business Ethics

2.1 General principles

Relations between INSPERIAL and its Suppliers are part of a long-term partnership approach based on trust, transparency and responsibility.

INSPERIAL expects its Suppliers to demonstrate:

- A high level of commitment to responsible business practices.
- Strict compliance with all applicable laws and regulations.
- Adherence to the principles set out in this Charter.

2.2 Integrity, anti-corruption and fair business practices

Suppliers conduct their activities in an honest and transparent manner.

They notably prohibit:

- Any form of corruption, whether active or passive, in the public or private sector.
- Bribes, kickbacks, illicit commissions, and excessive gifts or hospitality.
- Anti-competitive practices such as cartels, bid-rigging or abuse of dominant position.

Accounting and financial records must faithfully reflect the actual nature of the transactions.

2.3 Conflicts of interest

Suppliers identify and avoid any situation of actual, potential or perceived conflict of interest with INSPERIAL employees or their relatives.

They promptly inform INSPERIAL of any situation that may be perceived as a conflict of interest (shareholding, family or personal ties likely to influence a purchasing decision).

2.4 Intellectual property, confidentiality and data

Suppliers respect the intellectual property rights of INSPERIAL and third parties.

They protect all confidential, sensitive or strategic information entrusted to them and use it only for the performance of contracts concluded with INSPERIAL.

Suppliers implement appropriate security measures to protect data (including personal data) against any unauthorised access, disclosure, alteration or loss.

**3. Human Rights, Working Conditions and Social Ethics**

INSPERIAL and its Suppliers undertake to treat all individuals with respect and dignity, to promote diversity, equal opportunities and an inclusive working environment.

3.1 Child labour, forced labour and human trafficking

Suppliers prohibit the use of forced labour, compulsory labour, human trafficking and child labour.

They comply with the legal minimum age for admission to employment and ensure that no minor is assigned to hazardous or inappropriate work.

3.2 Non-discrimination, harassment and humane treatment

Any discrimination based in particular on sex, age, origin, nationality, religion, sexual orientation, disability, opinion or trade-union membership is prohibited.

Suppliers prevent and sanction harassment, violence, intimidation and any inhuman or degrading treatment.

3.3 Working time, remuneration and benefits

Suppliers at least comply with local legal requirements regarding working hours, rest periods, leave and remuneration.

Wages and benefits are paid transparently, within reasonable timeframes, and are accompanied by clear information to employees.

3.4 Freedom of association and social dialogue

In compliance with local laws, Suppliers recognise workers' rights to organise, to join representative organisations and to engage in collective bargaining.

No retaliatory measure may be taken against an employee for the legitimate exercise of these rights.

3.5 Health, safety and well-being at work

Suppliers implement a health and safety management system adapted to their activities.

They must in particular:

- Identify and assess occupational risks.
- Implement appropriate prevention and protection measures.
- Provide suitable personal protective equipment.
- Regularly train employees on safety rules and emergency procedures.

Suppliers also ensure the prevention of psychosocial risks and the protection of workers' mental health.

**4. Environmental Responsibility**

INSPERIAL and its Suppliers are committed to reducing the environmental impact of their activities, products and services.

4.1 Compliance and permits

Suppliers comply with all applicable environmental regulations and obtain the permits and authorisations required for their activities.

4.2 Resources, energy and emissions

Suppliers manage energy, water and raw materials responsibly, seeking efficiency and reduced consumption.

They measure and reduce their polluting emissions and greenhouse gas emissions and develop action plans to improve their environmental performance.

4.3 Pollution, hazardous substances and waste

Suppliers prevent and limit air, water and soil pollution.

Suppliers identify, store, handle and dispose of hazardous substances safely, in compliance with applicable regulatory requirements, in particular Regulation (EC) No 1907/2006, known as “REACH”, and manage their waste by prioritising waste prevention at source, reuse, recycling and recovery.

4.4 Protection of ecosystems and forests

Suppliers undertake not to contribute to deforestation or to the degradation of sensitive ecosystems.

They give preference to raw materials from responsible supply chains and avoid supplies that present a high risk for biodiversity.

4.5 Eco-design and circular economy

Suppliers are encouraged to assess in advance the environmental impacts of their products by means of a Life Cycle Assessment (LCA).

They are also invited to integrate eco-design into the development of their products and services, in particular by promoting durability, reparability, recyclability and the reduction of hazardous substances.

They are furthermore strongly encouraged to implement measures to reduce packaging and to favour more environmentally-friendly packaging solutions.

**5. Responsible Supply Chain and Business Continuity**

Suppliers exercise appropriate due diligence on their own supply chain.

They must:

- Communicate the requirements of this Charter to their own suppliers and subcontractors.
- Integrate ethical, social and environmental criteria into the selection and assessment of their suppliers.
- Implement business continuity measures to limit the risk of supply disruption.

In the event of serious or repeated breaches identified at their own suppliers, they take the necessary corrective measures, which may include suspending the business relationship.

**6. Management Systems, Control and Continuous Improvement**

INSPERIAL integrates the principles of the Charter into its purchasing and Supplier assessment processes.

INSPERIAL may require its Suppliers to provide information or documents evidencing their compliance and reserves the right to carry out assessments or audits, directly or through appointed third parties.

Suppliers undertake to make themselves available and to cooperate in good faith whenever they are approached by INSPERIAL, in particular for any request for information, assessment or follow-up relating to this Charter.

Suppliers:

- Disseminate the principles of the Charter to their relevant employees and subcontractors.
- Implement action plans and corrective measures in the event of identified discrepancies.
- Keep the records necessary to demonstrate their compliance.

The Supplier undertakes to inform the Buyer without delay of any major risk, incident or non-compliance with these guidelines, in a spirit of transparency and responsibility.

The maturity level of management systems (quality, environment, health and safety, Corporate Social Responsibility (CSR), etc.) may be taken into account in the overall assessment of Suppliers.

**7. Whistleblowing Mechanisms and Cooperation**

Suppliers are encouraged to set up reporting mechanisms enabling employees and stakeholders to report, in full confidentiality and without fear of retaliation, any situation or suspicion of violation of the law or of the principles of the Charter.

They cooperate in good faith with INSPERIAL in the event of a report, investigation or audit relating to the application of the Charter.

**8. Compliance with Local Laws**

The Charter applies in all countries where INSPERIAL and its subsidiaries operate, subject to mandatory compliance with local laws and regulations.

In the event of a conflict with a mandatory legal provision, the local legal provision shall prevail. INSPERIAL and its Suppliers will then seek the solution that best complies with legal requirements and with the principles of the Charter.

**9. Language Versions**

The Charter may be drawn up in several languages. In the event of discrepancies in interpretation between the different versions, the French version shall prevail, subject to the mandatory provisions of applicable local laws.

**10. Acceptance of the Charter**

Any business relationship between INSPERIAL and a Supplier implies the latter's adherence to the principles of the Charter.

INSPERIAL may incorporate the Charter into its contracts, general terms and conditions or tender documents, or request that an original copy be signed by Suppliers.