

GENERAL TERMS AND CONDITIONS OF PURCHASE

Unless otherwise expressly agreed between the parties, this order placed by the Buyer is governed by the general terms and conditions set forth hereafter.

1 - Orders

Orders are deemed accepted and contractual upon receipt by the Buyer of the acknowledgement of receipt which will be communicated to the Buyer within 5 calendar days from the date of the order.

Until the Supplier confirms the order, the Buyer shall be entitled to:

- modify it. In this case, the Buyer must be informed at the earliest opportunity of any change in the price or time schedule following the modifications requested.
- cancel it without any penalty.

The order accepted by the Supplier constitutes a firm and definitive undertaking by it and implies its acceptance of these general terms and conditions of purchase and special terms and conditions unless they have been subject to written reservations formally accepted by the Buyer.

Any start of the execution of the order by the Supplier shall be deemed to constitute tacit acceptance of these general terms and conditions of purchase. Any start of execution which is not preceded by a prior order from the Buyer shall not be binding upon the latter.

In addition to the general terms and conditions of purchase, the order shall be governed by the other documents such as: special terms and conditions, specifications, plans, etc. provided by the Buyer, with the special terms and conditions taking precedence over the general terms and conditions.

2 - Prices

Unless in the case of a special and explicit agreement between the parties, the price of the order is always specified firm and definitive and includes packaging and transport costs as well as any other costs, risks or expenses relating to the execution of the order. Any additional costs, of any nature whatsoever, must be subject to the prior written consent of the Buyer. Orders do not give rise to any systematic advance payments (down payments or deposits) unless otherwise expressly stipulated in the order or in the special terms and conditions. Any down payment or advance payment of any nature whatsoever may be subject to the provision by the Supplier of a bank guarantee guaranteeing its reimbursement to the Buyer in the event of any breach in its obligations.

3 - Shipment

3.1 Packaging

The products must be correctly and adequately packaged, in appropriate packaging which takes into account the nature of the products and the precautions to be taken to protect them against bad weather conditions, corrosion, accidents when loading and unloading, transport and storage constraints, vibrations and knocks, etc. The Supplier must ensure that the packaging requested by the Buyer enables the goods to be transported without any risks and make any necessary improvements or modifications thereto.

3.2 Labelling

Each box, package or group of packages must show all the information necessary to enable the immediate identification of the goods upon receipt. Each delivery must be accompanied by a slip, the number of which and the recipients are specified in the special terms and conditions, and must show all of the necessary information including in particular, depending on the case, the content of the packaging, factory checks, date of delivery, place of dispatch.

3.3 Transport

Unless in the case of a special and explicit agreement between the parties, the goods will travel at the risk of the Supplier (DDP Incoterm 2020) which is in particular responsible for the stowage, securing, protection and identification of the dispatched goods and must take out all insurance necessary to cover the risks of any nature to which they may be exposed.

3.4 Delivery periods

Deliveries must be made to the address and during the opening hours specified in the order.

The date fixed for delivery is binding. In the event of any foreseeable delay in delivery, the Supplier must immediately inform the Buyer in writing of the probable duration and the reasons for the delay.

The Buyer then reserves the right to take any measures it deems fit to protect its interests, including, in the case of a force majeure event as described in article 17, the cancellation of all or part of the order pursuant to the terms set forth in article 18, without prejudice to any action the Buyer may initiate to obtain compensation for any damage.

Any down payment made by the Buyer will be returned to it.

In spite of non-compliance with the delivery deadlines, the Buyer may accept the delivery. However, this acceptance may not be interpreted as a waiver to obtain compensation for the damage suffered. Late penalties may also be applied, in particular pursuant to any terms agreed in the special terms and conditions of purchase.

The Supplier may not claim any bonus for having delivered in advance of the contractual date.

In the event of acceptance by the Buyer of a delivery in advance of the delivery date initially agreed in the order, the Supplier may not claim any modification of the agreed payment schedule, notwithstanding the provisions of Article L.441-6 subparagraph 9 of the Commercial Code.

3.5 Delivery

Unless expressly agreed otherwise between the parties at the time of the order, the products which are ordered must be delivered carriage and packaging paid to the address specified on the order form.

They must be accompanied by a delivery slip showing the number of the Buyer's order form with the delivery date requested, the Supplier's account number, the Buyer's reference with the nomenclature code, the quantity delivered (unit code), and the number of packages, otherwise they may be refused by the reception service.

A copy of the delivery slip must be attached to the package. Any goods which are not covered by an order form shall be refused.

3.6 Quantities delivered

The quantities delivered must correspond to the details and figures which appear in the order forms. Any delivery by the Supplier of quantities which do not correspond exactly to the quantities ordered (excess or missing goods) must be subject to the prior consent of the Buyer. Any agreement by the Buyer to an incomplete delivery shall not release the Supplier from its liability and in particular its obligation to fully compensate any damage suffered by the Buyer due to such incomplete delivery.

Any excess or missing goods, even when previously accepted by the Buyer, must be indicated on the delivery slip. Any excess goods which have not previously been accepted by the Buyer may be returned to the Supplier at its cost.

3.7 Storage

The Buyer reserves the right to defer the delivery dates of all or part of the products as long as they have not been delivered to it. In this case, storage shall be provided free of charge by the Supplier.

4 - Invoicing and payment

The invoice issued for each delivery must be communicated to the Buyer at the latest on the delivery of products or completion of services. The invoice must include the Buyer's order reference, the identification of the products in compliance with the Buyer's codes and references and all the information referred to in Article L.441-3 of the Commercial Code, and in particular any price reduction acquired on the date of the sale of the products and directly related to such transaction. Any invoice established on the national territory and which does not comply with the laws in force shall be returned to the Supplier to be rendered compliant.

5 - Off-set

The Supplier authorises the Buyer, with no further formalities, to off-set the sums due by the Buyer against those owed by the Supplier.

6 - Controls and tests by the Supplier

At the request of the Buyer, controls may be performed to verify the quality of supplies prior to shipment. These controls shall be performed in the presence of the Buyer or its representatives and the Supplier. The programme which defines the controls and tests shall be specified in the special terms and conditions of the order.

7 - Subcontracting

The Supplier will personally execute the order.

Any subcontracting arrangement must be expressly authorised in advance by the Buyer. The Supplier must, as the case may be, ensure acceptance of and compliance with these general terms and conditions of purchase by its subcontractors. The Buyer must also have a right of access to the premises of such subcontractors for the part which concerns the execution of the order in progress.

In any event, the Supplier:

- must be able, upon the simple request of the Buyer, to provide the list of origins and sources of the material which is the subject matter of the order,
- shall remain solely liable for the proper execution of the order.

8 - Compliance with regulations

The products or services ordered must comply in all aspects with the legal and regulatory requirements in force, in particular with regard to:

- the quality, composition and labelling of products,
- labour and employment law,
- the provisions relating to child labour and undeclared labour,
- dangerous products, for which the Supplier undertakes to provide the Buyer with all of the necessary information concerning aspects relating to safety, toxicology, the environment, etc. The information thus provided by the Supplier must enable the Buyer in particular to be able to meet the obligations established by the EC REACH Regulation.

Any breach of the above provisions shall render the Supplier liable to the immediate suspension of trade relations, without prior notice or indemnification.

9 - Conformity

The control of delivered products, in particular with regard to their conformity with the order, shall be performed at the delivery address specified in the order. Any controls and tests which may have been performed previously by the Buyer in the Supplier's premises may only constitute provisional acceptance which does not presume the conformity of products upon their delivery to the Buyer.

The conformity of products with the order shall be assessed according to the various documents (order forms, special terms and conditions, specifications, etc.) which make up the order.

It is expressly agreed between the parties that no modification of the product, its manufacturing process, its packaging or packing may take place without the prior written consent of the Buyer.

In compliance with the provisions of Article L.442-6 I 8° of the Commercial Code, the Supplier has a period of 5 days in which to notify any non-conformity.

In the event of any non-conformity, the Buyer will have the choice between:

- cancelling the order in application of the provisions of article 18,
- obtaining the immediate replacement of the non-compliant products with identical products or better quality products under the same price conditions,
- requesting that the product is rendered compliant or a reduction in the price for all or part of the product.

The Supplier shall render compliant, replace or collect the products at its cost and risk, at the earliest opportunity and without being entitled to claim any price increase or off-set of any nature whatsoever and without prejudice to any compensation which may be claimed by the Buyer for all direct or indirect financial consequences resulting from the damage of any nature caused to individuals or goods, as well as the withdrawal of products for any reason whatsoever.

10 - Transfer of ownership

The transfer of ownership of the ordered products shall take place after their delivery to the address specified in the order, their verification and acceptance by the Buyer.

These general terms and conditions of purchase entail the waiver by the Supplier to claim any retention of title.

Any exception to this principle must be subject to the written consent of the Buyer expressly approving such a clause.

11 - Warranty

The Supplier shall guarantee the quality of the products for a minimum period of 24 months as of their delivery.

Any expenses or costs incurred within the framework of the implementation of this guarantee shall be at the charge of the Supplier.

Without prejudice to the foregoing provisions, the Supplier shall be bound by the legal warranty against hidden defects.

The Supplier shall sell the Buyer products which comply with both European and national standards and regulations.

Consequently, it shall supply products which are free of any safety defects which may give rise to the application of the provisions relating to liability for defective products as provided in Articles 1386-1 et seq. of the Civil Code.

In the event the Buyer is convicted of selling products which are unsafe, it reserves the right to take recourse action against the Supplier of the products in question.

In any event, the Supplier may not contractually limit or exempt itself from its liability in relation to defective products.

Any product which is replaced or repaired within the framework of the warranties referred to hereabove shall benefit from new warranties of an identical nature and duration as the initial guarantees.

In the event of the default of the Supplier in the execution of its warranty, the Buyer reserves the right, after having sent official notice which remains without effect, to perform the repair works itself or by a third party of its choice at the risk of the defaulting Supplier without prejudice to any damages it may claim and without affecting the warranties to which the Supplier is bound.

12 - Insurance

The Supplier shall take out at its cost the insurance policies necessary to cover the liability it may incur in relation to the execution of the order for all physical injury, material and consequential damage. Upon the request of the Buyer, the Supplier shall provide the latter with all general and professional civil liability insurance certificates, which must have been issued within the last 6 months.

In any event, the Supplier must provide evidence, at the simple request of the Buyer, of adapted insurance covering the ordered products until their arrival at the delivery address specified in the order.

13 - Intellectual property

Unless with respect to intellectual property rights communicated by the Buyer accompanied, as the case may be, by their conditions of use, the Supplier guarantees the Buyer against any claims or action brought by the beneficiary of an intellectual property right (patents, trademarks, designs, models, etc.) in relation to the use of the products which are the subject matter of the order, throughout the duration of these rights.

The Supplier shall be bound to indemnify the Buyer for all costs incurred in relation to a principal and accessory conviction for any breach of the intellectual property rights referred to hereabove including in particular the fees of lawyers and intellectual property experts, indemnities, replacement or modification costs as well as damages for interruption in the use of products.

Furthermore, no element of the relations between the Buyer and the Supplier may enable the latter to claim the transfer for its benefit or for the benefit of any third party of any intellectual property right whatsoever or right to exploit all or part of the intellectual property rights (regardless of the nature, scope or origin thereof) held by the Buyer concerning the products which are the subject matter of the order and/or relating to said products.

The Supplier undertakes to comply with the rights held by the Buyer and not to take any action which may infringe these rights and more generally which may be harmful to the Buyer's interests.

In addition, it is expressly agreed between the parties that the ownership of the intellectual property rights, regardless of the nature thereof, created by the Supplier within the framework of the orders placed by the Buyer, shall be automatically transferred to the latter, with the price of the order including remuneration with respect to the transfer of these intellectual property rights to the benefit of the Buyer.

14 - Tools – equipment – documents – plans

In the event where the Buyer provides the Supplier, in a capacity as custodian, with equipment, tools, products, files, documents or plans for the execution of the order, the Buyer shall remain the sole owner of these various elements and may request their return at any time.

The Supplier shall be bound to identify these elements as the property of the Buyer, in particular to any subcontractors which the Buyer may have approved.

The Supplier shall refrain from using for itself or for a third party the elements provided by the Buyer, without the prior written consent of the latter.

In its capacity as custodian of the Buyer's tools, the Supplier must ensure the proper maintenance and storage thereof in conditions which enable in particular the Buyer, if it so wishes, to resume use of the tools without having to bear any additional handling or restoration costs.

The Supplier must take out all insurance policies necessary to guarantee the equipment against any damage it may suffer or cause. The Supplier must be able to provide evidence of the validity of the insurance policies taken out at the first request of the Buyer.

15 - Confidentiality

The Supplier shall refrain from communicating to any person whatsoever, without the prior written consent of the Buyer, all or part of the information relating to the Buyer's activity and products obtained at the time of the order and during its execution. This obligation of confidentiality shall be maintained until the information falls into the public domain.

16 - Publicity

The Supplier shall refrain from directly or indirectly issuing any publicity which refers to the orders performed on behalf of the Buyer without the prior written consent of the latter. The same shall apply for any presentation of specific products to the Buyer, in any form whatsoever.

17 - Force majeure

Force majeure means any event which is unforeseeable, insurmountable and outside of the control of the Supplier which prevents the latter from performing the obligations incumbent on it.

In any event, the following incidents are not considered as force majeure events:

- strikes and more generally any action by employees, agents, representatives and/or subcontractors, as well as any problems due to a fault in the material or equipment used to realise the order,
- any delays in the deliveries of raw materials.

When the Supplier wishes to assert a force majeure event, it must immediately inform the Buyer in writing, and in any case no later than 8 days following its occurrence, of all the elements demonstrating the unforeseeable, insurmountable and external nature of the event which, in its opinion, has made it impossible for it to fulfil its obligations and the consequences it foresees on the delivery of products.

The Buyer reserves the right to then take any measures it sees fit in order to protect its interests, either by suspending the orders in progress or by cancelling them.

18 - Cancellation

In the event of the non-performance by the Supplier of one of its obligations under these terms and conditions, the order may automatically be cancelled, without judicial intervention, by the Buyer without the requirement for summons or other prior formalities, without prejudice to any late penalties or damages which the Buyer may claim from the Supplier and without the latter having any claim for indemnification.

19 - Change in the Supplier's situation – intuitu personae

In the event of the modification of the structure or elements of control or management of the Supplier, the latter must immediately inform the Buyer thereof.

If such a modification was likely to compromise the proper execution of the order, the Buyer may request guarantees or cancel the order in application of article 18 hereabove.

20 - Applicable law

All orders, terms of execution and their consequences are governed by the provisions of French law, excluding the application of the 1980 Vienna Convention on the International Sale of Goods.

21 - Attribution of jurisdiction

Any dispute relating to these general terms and conditions of sale, as well as to the orders they govern, shall be brought exclusively before the Courts of the place of the Buyer's registered office, including in the event of multiple proceedings or defendants, the introduction of third parties or summary proceedings, unless the Buyer wishes to bring the matter before any other competent court.

22 - Translation

If these general terms and conditions of purchase were to be translated into a foreign language, the French language shall prevail over any other translation in the event of any challenge, dispute, problems relating to the interpretation or execution of the order and more generally the relations which exist between the parties.