

1. SCOPE

Unless otherwise indicated on purchase orders, these purchase conditions govern solely our entire relationship with the supplier for the supply of goods or services. Acceptance of an order or order fulfilment without receipt acknowledgement entails supplier's commitment to fully comply with these purchase conditions and the special conditions of the purchase order which prevail over its own terms and conditions of sale, notwithstanding any stipulation to the contrary contained in its own documents.

2. ORDER FULFILMENT

Supplies shall be provided in accordance with the terms and conditions of the purchase order and best practices in the concerned sector, as well as applicable official standards. The supplier is responsible for performing inspections necessary to ensure compliance and to obtain the required performances. The supplier shall keep records of all inspections, tests and verifications performed by itself or any accredited organisation and shall provide them to our company upon request.

The supplier is not authorised to transfer the fulfilment of orders to third parties without our prior written consent. The supplier is fully liable for the correct storage of equipment or materials provided by our company for adaptation or transformation. The supplier shall not transfer to any third party, or use itself or for any third party, without our prior written agreement, any equipment or material provided by our company. The supplier shall return all items provided once the order is completed or upon our request.

3. LEAD TIMES

Lead times are binding and represent a material condition of our relationship with the supplier. They are indicated on the purchase order or any other document referring to it. Unless otherwise stipulated, all goods must be delivered to the address indicated on the purchase order within the lead times. For equipment and services, final acceptance must be unconditionally declared by us within the lead times.

The lead times indicated on the purchase order are of essence. They may not be changed without prior written agreement of the person signing the purchase order. In the event of any failure to meet these contractual lead times, we may automatically apply a non-discharging late-performance penalty equal to 1% of the amount of the purchase order (excl. VAT) per week of delay and/or cancel the purchase order without compensation for the supplier. In the event of cancellation, any amount already paid to the supplier in connection with the purchase order shall be immediately refunded to us.

4. DELIVERY NOTES

Any consignment or shipment sent to our address shall include a delivery note indicating: the date and number of the purchase order, the type of goods delivered, the quantities, lengths or weights delivered, and the complete destination. Any consignment or shipment on our behalf must include a delivery note from our company (to the exclusion of any other identification) that we will send with our instructions. Where there are no special instructions, a label shall clearly indicate on each box or batch, the type of goods and the purchase order number. After shipment, a copy of the delivery note must be sent to us by separate cover.

5. DELIVERIES

Unless otherwise indicated on the purchase order, all deliveries are made carriage and packaging paid to place of destination. All consignments must be delivered during the opening hours of the inbound department and to the place of destination designated on the purchase order. Unless otherwise indicated on the purchase order, goods travel at the supplier's sole risk until they are fully unloaded at the place of destination.

The delivery note signed by the receiver only acknowledges the effective delivery and the apparent good condition of the supply. Under no circumstances shall it acknowledge the conformity of the supply and we reserve the right to notify the supplier of any loss, damage or non-conformity detected upon unpacking or during subsequent inspections.

6. ACCEPTANCE – RETURNS

Any delivery or service is considered accepted only after verification of its compliance with the clauses and specifications of the purchase order and with applicable official standards. Provisional and final acceptance may only be declared by our company, unless we are acting as a subcontractor, in which case provisional and final acceptance can only be declared with the end customer's agreement.

Our company may refuse any goods not conforming to the purchase order. Goods are returned to the supplier at its expense and risk. In this case, the supplier shall issue the corresponding credit note.

Any inspection performed on supplier's premises by an authority or any other accredited organisation shall under no circumstances constitute an exemption from this clause.

7. WARRANTY

In addition to strict compliance with the terms of the purchase order, with applicable laws and regulations and with ordinary law regarding hidden defects, the supplier's acceptance of our purchase orders entails its undertaking to warrant the compliance of the delivered goods for a period of at least twelve (12) months after their acceptance (unless this period is expressly extended in the purchase order).

Hence, the supplier must bear the costs of replacing any defective parts and of re-working any non-compliant equipment and perform the related labour free of charge.

This parts and labour warranty extends to the equipment performances stipulated in the purchase order.

The supplier shall unconditionally indemnify and hold us harmless from and against any claim or encumbrance alleged on the supplied items. In particular, it shall hold our company harmless from any action for infringement by a third party.

8. PRICES

The prices are those indicated on the purchase order and are firm and non-revisable. Unless otherwise stipulated on the purchase order, prices include delivery of goods to the specified place of destination, carriage and packaging paid, free of all duties and taxes.

9. INVOICES

If no periodical summary billing was anticipated in the purchase order, invoices indicating our purchase order number must be issued upon delivery of goods or completion of services, in accordance with regulatory requirements.

10. PAYMENT

No advance payment is due, unless otherwise stipulated on the purchase order. Subject to compliance of the deliveries or services, payments are made to the supplier in Euros within 60 days from the date of invoicing or 45 days in case of periodical summary billing, after deduction of any applicable late-performance penalties.

11. TAX AND SOCIAL PROVISIONS

The supplier warrants that its status is compliant towards tax and social welfare authorities. It shall indemnify and hold us harmless from and against any related claim.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

The supplier shall not reproduce, publicly display and/or disclose our intellectual property rights apart from the strict needs of the purchase order. It shall neither design nor manufacture, on its own account or for any third parties, any items deriving from or incorporating any of our intellectual property rights.

Our company is the sole owner of intellectual property rights, copyrights, know-how, processes, methods, formulas, etc., pertaining to the items we provided to the supplier for the needs of the purchase order or those manufactured by the supplier for the exclusive benefit of our company.

13. TRANSFER OF RISK AND TITLE

Unless otherwise stipulated on the purchase order, risk shall be transferred after complete unloading of the goods at place of destination. Title shall pass upon acceptance of the relevant goods by our company which rejects any retention of title clause not expressly accepted.

14. FORCE MAJEURE

Our company is not liable for non-acceptance of scheduled deliveries if force majeure, strike or any other event beyond our control occurs at the agreed place of destination.

The supplier must immediately inform us by registered letter with acknowledgement of receipt of the occurrence and foreseeable duration of any hindrance to its obligations. Our company will decide whether such hindrance constitutes a lawful force majeure. We reserve the right to appoint another supplier for the duration of the hindrance. If the duration thereof exceeds ten (10) days, our company reserves the right to terminate automatically all orders in progress, without any compensation for the supplier.

15. CONFIDENTIALITY

The supplier undertakes on its behalf and for account of its employees and subcontractors not to reveal any confidential information it may receive or obtain during an order for ten (10) years after its completion. In case of failure, our company may terminate immediately and automatically all orders in progress, without carrying out any legal formalities and without prejudice to damages we may be entitled to claim.

Unless expressly agreed in writing by us, purchase orders shall under no circumstances give rise to any direct or indirect form of advertising for the benefit of the supplier.

16. TERMINATION

The purchase order shall be terminated automatically in case the supplier fails wholly or partially to perform any of its obligations.

Such termination shall be effective, without carrying out any legal formalities, ten (10) days after we have served formal notice by registered letter with acknowledgement of receipt that has remained unheeded, without prejudice to all costs, compensations and damages that we may claim from the supplier for direct or indirect, tangible or intangible damages, consecutive or not, suffered as a result of its failure, in particular those caused by the unavailability of equipment, shutdown of facilities, stoppage of operations or services, loss of profits or earnings, loss of capital or expected savings, customer complaints and all other forms of economic or financial damages.

Our company reserves the right to appoint another supplier during the notice period for the fulfilment of the purchase order.

17. GOVERNING LAW – JURISDICTION

Any dispute with the supplier related to the purchase order shall be subject to the exclusive jurisdiction of the Commercial Court of Nanterre regardless place of destination or mean of payment, even in case of provisional, incidental or interim proceedings, multiple defendants or introduction of third parties. The governing law shall be French law.