

## **GENERAL CONDITIONS OF PURCHASE**

### **1. Application**

The fact that our suppliers honour the orders we give them automatically implies their acceptance in full and without reservation of our general conditions of purchase, to the exclusion of all other documents.

Any condition to the contrary put forward by our supplier will not be enforceable therefore, in the absence of express acceptance on our part whatever the time it was brought to our attention.

The fact that we do not take advantage of one of the provisions in these conditions at a given moment cannot be interpreted as meaning that we will not take advantage of it at a later date.

### **2. Orders**

Suppliers must acknowledge receipt of our purchase order within a maximum period of 3 days. We only recognize written purchase orders as valid. In case of changes, these must be confirmed in writing. All agreements or commitments other than those stipulated in this order are null and void.

### **3. Delivery deadlines**

In circumstances where, for any reason, delivery deadlines are not respected, we reserve the right, without prejudice to our right to damages, to obtain the equipment or replacement products elsewhere, it being specified that the supplier in default shall be liable for the expenses incurred in obtaining these replacement goods.

### **4. Delivery note**

Except where stipulated to the contrary, the merchandise must be delivered carriage and packing paid.

All deliveries must be subject to a delivery note giving:

- the name of our company.
- the number of this order.
- the exact quantity of products delivered, with the gross weight, the net weight and the number of packages.
- the supplier's name and account number.

This delivery note, accompanied by a certificate of compliance, must be placed in an envelope affixed to the outside of one of the packages, the latter being easily identifiable.

## **5. Reception**

The risks are the seller's responsibility who is personally liable for any eventual recourse against the carrier, it being understood that we will inform the carrier of any problems within the legal deadlines. The merchandise is accepted subject to examination concerning its compliance and quality. The persons given the responsibility by our supplier for delivering the merchandise to our company are subject to the provisions of our internal regulations. We decline all liability for any accidents to which these persons may be subject on our property or in our factories.

## **6. Invoices**

In circumstances where one of the deliveries relates to several orders, one invoice per order must be prepared. Invoices must be sent to us in the 48 hours that follow the despatch of the merchandise. Three copies of each invoice must be prepared and must include:

- the full order number as well as the reference given to the part or item of material by our company.
- the supplier code number.
- the delivery note number.
- the price as shown on the purchase order.

Invoices that reach us after the 25th of each month will be settled as if they were received the following month.

## **7. Payment**

Invoices will be paid within a period of 45 days from the end of the month in which the merchandise is received. Payment of invoices is subject to acceptance of the merchandise by our "Quality Acceptance" department. Similarly, failure to supply on delivery the documents requested on our purchase order (materials certificate, certificate of compliance, etc.) will lead to payment of the corresponding invoice being suspended.

## **8. Plant**

In circumstances where parts are produced using plant designed according to our plans, we retain full ownership of the latter and it can be reclaimed from the supplier at any time and without any justification on our part. The supplier shall hand it over to us within a maximum period of 10 days from receipt of our written request, and shall not be entitled to any form of compensation. In addition, the supplier is obliged to maintain the plant in perfect working order, maintenance and the associated costs of maintenance being the supplier's responsibility. Finally, no plant can be destroyed without our prior express agreement given in writing.

## **9. Samples, drawings**

Samples, drawings, models or other documents or information that we give the supplier for the execution of an order may not under any circumstances be communicated, divulged or made available to a third party and must be returned to us at any time as soon as we request them. The supplier undertakes to take all appropriate measures so that his/her staff or any

subcontractor respect this undertaking. We shall be able to claim damages in case of any type of violation of this obligation of confidentiality.

#### **10. Assignment of competence**

Any question relating to these general conditions of sale as well as to the sales they govern not covered by these contractual stipulations, will be subject to French law, and additionally, by the Vienna Convention on the international sale of merchandise.

#### **11. Government regulations relating to security and the environment**

All materials bought and employed in the manufacture of the products must comply with government regulations and with the security constraints in force concerning regulated, toxic and dangerous products.

**The only valid version is in French.**