

GENERAL TERMS AND CONDITIONS OF PURCHASE AND SERVICES

Definition: These terms and conditions apply without distinction to any order or request for services made by our company. The terms "suppliers" and "orders" may also refer to "service providers" and "services."

Scope: Any order placed by our company, both in its own name and on behalf of a third party it has mandated, is subject to these terms and conditions. The supplier's acceptance of the order implies a waiver of its own general terms and conditions and an unreserved acceptance of these terms.

Correspondence: Any correspondence related to an order must include our reference numbers and will only be binding on our company after an express agreement by a duly authorized person on the terms of said correspondence. The supplier must ensure compliance with the procedures established by our company regarding the expected supply.

Plans and Descriptions: Documents, including but not limited to plans, specifications, and models, are of contractual value and remain our full property. The supplier shall respect and enforce the confidentiality of these documents, including by any third party to whom they are communicated, subject to our prior agreement. These documents must be returned upon our first request.

Deadlines: The deadlines set by our company are mandatory, unless we explicitly state otherwise. Any delay exceeding 5 days will result in a penalty of 1% of the total order amount per day of delay. This penalty will be automatically deducted from the payment. Our company also reserves the right to terminate the contract without formality if the delay is prejudicial to it, and to take legal action against the defaulting supplier.

Price: The prices indicated on the order are firm and include delivery to the specified address, including shipping and packaging, and are net of all duties unless otherwise expressly stipulated. For successive orders, the prices communicated by the supplier remain valid for a period of 6 months from the first order. Any price modification must be notified by the supplier with 2 months' notice from the first order. Our company reserves the right to cancel any orders subject to this modification.

Packaging: Any returned packaging is presumed lost, unless there is an explicit mention on the delivery note and a clear, indelible marking as follows: "Consigned packaging, property of '...' (the supplier)." Failing this, the supplier will be debited for the value invoiced for the packaging. The return of consigned packaging will result in the issuance of a credit note or a refund up to the value originally invoiced.

Transfer of Title and Risk: The transfer of title and risk occurs upon the taking of possession of the supplies. In the event of non-conformity, late delivery, loss, or damage, our company will inform the supplier, who will be responsible for any recourse against a third party, particularly the carrier. The taking of possession includes the receipt of the order at the delivery location and the verification, by any means such as a test or trial, of the order's conformity with the specifications or the supplier's documentation. Our company may request the presence of a supplier's representative to assist in these verifications.

Non-Conformities - Shortages - Excesses: Visible non-conformities will be reported by our company no later than 7 days after delivery. Hidden non-conformities and/or latent defects will be reported by our company to the supplier no later than 7 days after our company becomes aware of them. Shortages must be delivered without delay by the supplier, unless there is an express agreement with the buyer. Excess items will be stored at the supplier's expense and risk or disposed of if they are of low value. They may not be invoiced in any way unless there is an express agreement from the buyer.

Returns - Replacement: Returns of goods are at the supplier's expense, and the supplier must act with all due diligence to effect the necessary replacement. However, our company reserves the right to use a third party to replace the said goods if the supplier does not proceed with the replacement within 48 hours following the return. In this case, and if payment has already been made, our company may ask the supplier to directly pay the third-party supplier designated by our company or demand a refund of the price originally paid, without prejudice to any damages.

Order or Delivery Call-Off Modifications: Our company reserves the right to request any modification of the supply characteristics from the supplier for the part of the order not yet fully executed. Our company will cover any increases in costs, excluding any other fees.

Invoices: Invoices must be sent to our company in triplicate and must include our order references, the description, the code number, the number of items delivered, the detailed price, and any mandatory information required on invoices under the ordinance of December 1, 1986. The supplier shall be responsible for and guarantee our company against any penalty in case of a violation of these provisions.

Payment: Our company will make full payment, subject to returns and the perfect conformity of the supplies and invoices, by bank transfer at 30 days end of the month on the 15th, unless our company has a prior and express agreement on other terms. The due date will be calculated from the delivery date specified on the purchase order. However, in the event of a late delivery, the actual delivery date will be used.

Warranty: In addition to the obligations incumbent upon it under Article 1641 of the Civil Code, the supplier guarantees:

- That supplies are of impeccable quality, manufactured with quality components and free of defects, as well as the quality of their execution and assembly.
- That supplies conform to our company's requests or to requirements that the supplier could not have been unaware of.
- That any replacement or intervention will be carried out by the supplier at their own expense.
- That the supplier also indemnifies our company against any recourse by a third party who claims an infringement of a right they hold.
- This warranty includes legal fees and any damages incurred by our company as a result of said recourse.
- Any clauses limiting liability issued by the supplier must appear in clear characters on the delivery notes and must be the subject of a specific acceptance, separate from any purchase order, by a duly authorized representative of our company.

Supplier's Responsibilities: The supplier is responsible for any damage they may cause either to our company, to our company's personnel, to other contractors or suppliers, and more generally, to any third party under the conditions provided for in Articles 1382 to 1386 of the Civil Code, without prejudice to the contractual or professional liability they may incur under Articles 1146 et seq., 1792 and 2270 of the Civil Code, and generally without restriction or the possibility of invoking a non-liability clause that has not been expressly accepted by our company.

Insurance: In anticipation of these responsibilities, the supplier must take out all necessary insurance for the entire duration of the worksite and provide our company with proof of said insurance upon the start of the worksite.

- The supplier must notably subscribe to the following insurances with a known solvent company:

a) "Professional liability" insurance, and for building and civil engineering contractors, a professional liability insurance covering their decennial or biennial liability resulting from the application of Articles 1792 and 2270 of the Civil Code, according to their qualifications.

b) "Civil liability" insurance covering, in addition to the risks listed in Article 3-1, theft committed by their employees. It is specified that, when the work performed by the supplier involves obtaining a fire permit, they will be required to provide proof of insurance guaranteeing a minimum sum of 10 million euros.

c) "Fire and explosion" insurance covering their own installations, tools, and equipment stored at the worksite.

- The supplier must maintain the validity of said insurances for the entire duration of the worksite. Our company reserves the right to request, at any time, communication of the policies and receipts confirming the payment of the premiums.

- Furthermore, in the event that the guarantees provided for in the aforementioned contracts are deemed insufficient, our company reserves the right to take out additional insurance, with the possibility of charging all or part of the premiums related to these policies to the suppliers.

Retention of Title: The acceptance of our orders implies the supplier's waiver of any retention of title clause, unless there is an express acceptance no later than the time of delivery by a duly authorized representative of our company.

Representation of Our Company: The identity of the duly authorized representatives will be communicated to the suppliers upon their simple request.

Assignment of Rights: Any creation provided by the supplier to our company is presumed to be free of any rights held by one or more third parties, unless expressly notified. The provision of any creation implies the assignment of the right of reproduction and representation for France and abroad by any current or future process concerning these creations to our company. This is for a duration of 50 years from the manifestation of our company's intention to exploit said creation. All assignment contracts with third parties will be made in the name and on behalf of our company. Any possible limitations on the rights thus acquired will be indicated to our company. The remuneration paid by our company to the supplier is accepted by the latter as a perfect lump-sum and global consideration for the rights assigned.

Special Conditions: These terms and conditions do not exclude the application of special conditions issued by our company. In such cases, the special conditions will take precedence over the general terms and conditions.

Non-Waiver: The fact that our company does not, at any time, avail itself of these provisions or tolerates contrary actions cannot be interpreted as a waiver of its right to avail itself of them.

Jurisdiction Clause: Any dispute, disagreement, or difficulty in the interpretation or execution of these terms and conditions will be submitted to the Commercial Court of Melun.

External Service Providers: Regardless of the location of the work, external service providers must establish a fire permit and a prevention plan at their own risk.

Update: October 26, 2010 - (C. COOLEN payment conditions)