

GENERAL TERMS AND CONDITIONS OF PURCHASE

Applicable as of 1 August 2023

ARTICLE 1: PURPOSE

These general terms and conditions are applicable to all orders submitted by any entity of the THUASNE Group (hereinafter “the Buyer”) to its suppliers. Unless expressly agreed otherwise, any order submitted by THUASNE and accepted by the supplier (hereinafter “the Supplier”) is governed exclusively by these general terms and conditions of purchase (hereinafter the “GTCP”) and, where appropriate, by the order’s special conditions provided on the order form.

In the event that the GTCP conflicts with the order’s special conditions, the latter will prevail over the GTCP.

In accepting the order, the Supplier agrees to these general terms and conditions of purchase and special conditions unless reservations have been made in writing regarding the latter that have been formally accepted by the Buyer.

Any provision of the general terms and conditions of sale or in any document issued by the Supplier that conflicts with these GTCP or the order’s special conditions will be unenforceable against the Buyer and without effect.

ARTICLE 2: ORDER ACCEPTANCE

Only order forms issued by a duly authorised representative of the Buyer are binding on the Buyer.

Within the meaning of these GTCP, the Order is the order submitted to the Supplier by the Buyer and validated in accordance with this article.

The Supplier has eight (8) calendar days from the date of issue of the order form to reject or change the Order. After such time, the Order will be deemed final without any subsequent possibility for the Supplier to make any unilateral changes, including to the price, which becomes firm and final as soon as this Order is issued.

In order to be valid, any changes to the Order must be expressly validated by the Buyer.

Within the meaning of these GTCP, “Order Item” or “Item” will refer to the item(s) ordered by the Buyer from the Supplier within the context of the Order including, but not limited to: any finished or semi-finished product, component, merchandise, equipment, tool, deliverable, provision of service, supply or any other item whatsoever being ordered.

ARTICLE 3: PRICES

Unless otherwise agreed in writing by the Buyer and the Supplier, the prices are firm and non-revisable and are understood according to the Incoterm 2020 to which the Parties have agreed.

Under no circumstances may the prices shown on the Order, which include packaging costs and any other costs, expenses, risks or charges relating to the fulfilment of the Order in accordance with the agreed Incoterm, be modified without the prior permission of the Buyer formalised either by an amendment to the order form or by a new order form cancelling and replacing the initial document, allowing the creation of an invoice at prices that differ to the initial prices.

Any additional cost will be subject to the prior written permission of the Buyer, specifically indicated on the order form.

ARTICLE 4: ORDER FULFILMENT

The Supplier may not assign the Buyer’s Order to a third party or outsource any or all of its fulfilment without the Buyer’s prior written permission.

In all cases, the Supplier will remain solely responsible for the proper fulfilment of the Buyer’s Order.

ARTICLE 5: DELIVERY

The provisions of the ICC Incoterm 2020 stipulated on the order form will be applied to every Order placed by the Buyer.

Only the quantity foreseen in the Order shall be delivered. This provision also applies to staggered deliveries. The Buyer reserves the right either to return surpluses to the Supplier, who will bear the costs and risks, or to ask the latter to remove them within 48 hours.

Deliveries must be made in accordance with the date, place and reception times provided in the Buyer’s Order, and must be accompanied by a delivery slip carrying at least the Order number and the number of packages delivered, failing which the receiving department may reject the delivery and the Supplier may be exposed to damages for any losses.

The Supplier undertakes to deliver the Order Item by the allotted deadline and to promptly inform the Buyer in writing of any element, event or occurrence that could affect its ability to fulfil its obligations and of the corrective actions that it will implement to meet the original deadline.

ARTICLE 6: PACKAGING AND MARKINGS

The Order Item must be suitably protected by the Supplier against any damage during shipping (including loading and unloading). Each Order Item must be identified and clearly marked to allow the Buyer to identify it immediately. It must be marked, according to current international shipping standards, with the recommendations and/or warnings necessary for handling by the Buyer.

ARTICLE 7: SHIPMENT

Unless otherwise stipulated in the order form and/or agreed in writing between the Buyer and the Supplier, the Order Item will be shipped at the Supplier’s risk to the agreed delivery point. The Supplier will be responsible for the shipment, cushioning, protection and identification of the Item shipped and transportation to the agreed place of delivery and must take out all necessary insurance to cover potential risks unless otherwise agreed in writing between the Buyer and the Supplier.

ARTICLE 8: RECEIPT

Receipt means the acceptance of each Order Item following a conformity check carried out by the Buyer’s authorised departments.

Any supply that does not comply with the Order may be returned to the Supplier, which will bear the costs and risks, or must be removed no later than 48 hours after the Buyer has issued a non-conformity notice.

At the Buyer’s discretion, the non-conformity notice will require either the rejected Order Item to be immediately replaced or brought into conformity, or will result in the termination of the Buyer’s Order obligations or termination of the Order.

ARTICLE 9: COMPLIANCE – RESPONSIBILITY

The Supplier undertakes to meet the Order by complying with instructions, regulations, technical standards applicable to its activity, current relevant norms and practices and the technical specifications and requirements foreseen in approval documents, in any quality commitment signed between the Parties and/or in the specifications or quote validated by the Parties.

The Buyer may at any time refuse to receive or reject the delivery of any Order Item that does not comply with the aforementioned requirements applicable on the day of delivery. The Supplier will be considered fully responsible for the negative repercussions of any non-conformity in the quality or quantity of an Order Item delivered, and undertakes to indemnify the Buyer in full for any resulting losses, including damage, expenses and/or fines such as, but not limited to operating losses, loss of earnings, shipping costs, customs fines suffered or incurred by the Buyer or one of its customers, resulting from the Supplier's failure to comply with current rules and standards.

The Supplier authorises the Buyer and its representatives to check and monitor compliance with said standards and rules and the conformity of each Order Item at any time, in particular on the Supplier's and its subcontractors' sites and establishments.

ARTICLE 10: BUSINESS ETHICS

The Supplier will ensure that its employees and other persons acting on its behalf will remain in full compliance with local, national and international laws, regulations and decisions including, but not limited to legislation to combat corruption and money laundering (“Anti-Corruption Legislation”) and the Thuasne Group's Supplier Code of Conduct (“the Code”), throughout the duration of the relationship with the Buyer.

Without prejudice to the general nature of the preceding provision, in the fulfilment of its obligations, the Supplier will refrain and ensure that its representatives refrain from granting or directly or indirectly offering any payment, contribution, gift or object of value to a public official or an employee of a government, political party or international organisation, to a health facility, doctor or other healthcare professional, customer or any other person, to seek to obtain an improper or unlawful benefit.

In the event of violation of the provisions of the Code or Anti-Corruption Legislation, the Buyer will be entitled to terminate the contractual relationship with the Supplier on serious grounds by giving written notice effective immediately.

A reporting system is also available to the Buyer's business partners on the website www.thuasne.signalement.net. This website can be used to confidentially report any breach of the aforementioned provisions.

ARTICLE 11: COMPLIANCE WITH LABOUR LAWS

The Supplier hereby certifies that all of its activities are carried out in compliance with labour laws, in particular with regard to child labour and the provisions of Articles L.8221-1 et seq. of the Labour code relating to undeclared work and Articles L8251-1 et seq. of the same code relating to the employment of foreign workers. The Supplier will uphold this commitment for the entire duration of its commercial relations with the Buyer. In addition, in accordance with the provisions in force applicable from 1 January 2012, and for contracts of at least 5,000 euros, every six months and until the end of said contract, the Buyer must ensure that its co-contractors, including self-employed/freelance workers, meet their reporting obligations (submission of activity declarations and salaried employment declarations) and pay the required social contributions.

The Supplier agrees to spontaneously provide to the Buyer, on the date of acceptance of the Order, then every six (6) months until the end of the commercial relationship between the Parties:

*A certificate confirming the submission of social declarations and payment of social security contributions as provided for in Article L. 243-15 of the Social Security Code. This certificate, issued by the social welfare body responsible for collecting social contributions, will be less than 6 months old and authenticated by URSSAF;

Refusal by the Supplier to provide the aforementioned certificate, or the provision of an improper certificate or one that does not confirm the Supplier's compliance with its reporting and social contribution payment obligations will be considered a breach and the Buyer will be automatically entitled to immediately terminate the commercial relationship without compensating the Supplier.

ARTICLE 12: WARRANTY

The Supplier guarantees the Order Item sold to the Buyer and all machined parts, machines and installations against any apparent or hidden defect or flaw resulting from a design error, or material or manufacturing defect that renders the Order Item unsuitable for its intended use, for a period of (12) twelve months from the effective date of delivery.

The Supplier will therefore provide, at its own expense, any necessary repairs or replacements for the Order Item, or defective parts.

ARTICLE 13: SUPPLIER LIABILITY – INDEMNIFICATION

The Supplier takes full responsibility vis-à-vis the Buyer for the Item delivered and agrees to hold the Buyer harmless against any claim made against the latter and against any resulting negative repercussions for the Buyer.

All costs incurred by replacing, repairing or adapting the Item or cancelling the Order, and any loss whatsoever suffered by the Buyer or by its customers, are the responsibility of the Supplier, without prejudice to the application of any contractual late penalties and any compensation.

In particular, if the defects and poor workmanship only become visible during use, operating, machining or assembly, the price fixed at the time of the defect's discovery will be invoiced to the Supplier.

The Supplier has custody of all property belonging to the Buyer that has been entrusted to it. The cost of replacing or repairing the property entrusted to the Supplier, resulting from inadequate fulfilment of the Order, will be borne entirely by the Supplier. Lastly, the Supplier will be held responsible for any breach of the patents, registered designs, copyrights, trademarks or any other intellectual property rights of third parties, whether natural or legal persons, resulting directly or indirectly from the purchase, use or resale of the Order Item by the Buyer, its employees, agents, distributors or customers.

ARTICLE 14: INSURANCE

The Supplier will take out the necessary insurance policies with an insurance company known to be solvent, to cover its civil liability vis-à-vis the Buyer and third parties throughout the duration of the Contract and subsequently, in accordance with current legislation. At the Buyer's request, it will provide proof that these insurance policies are in force and comply with the contract in all respects.

It is up to the Supplier, in accordance with the agreed Incoterm, to take out, where applicable, at its own expense, the necessary insurance policies to cover the Order Item until it arrives at the agreed place of delivery, and to cover the responsibilities incurred to fulfil the Order for all physical injuries and material and immaterial damage, and to provide proof thereof to the Buyer at the latter's first request.

ARTICLE 15: INVOICING AND PAYMENT

A separate invoice will be sent to the Buyer's accounting department for each Order, carrying the number of the order form and delivery slip.

All invoices must include a price statement consistent in all respects with that of the order form and, if applicable, additional costs. The net price to be paid excluding VAT and the VAT will be shown separately. Barring provisions to the contrary negotiated and agreed in writing between the Parties in the Order's special conditions, payments will be made by the Buyer within 60 days net from the date of issue of the invoice.

The invoice may only be issued once the order has been duly completed and received. Invoices are drawn up by the Supplier in due form, in accordance with the provisions in force and in particular Article L 441-9 of the Commercial Code.

If the Supplier requests a downpayment that is expressly accepted by the Buyer, the Supplier will send an invoice for the downpayment amount and provide a bank guarantee.

ARTICLE 16: SUPPLIES PROVIDED BY THE BUYER

When the Buyer provides materials necessary to fulfil an Order, a delivery slip will be issued to the Supplier, which is required to notify the Buyer within 7 working days of any comments it has regarding the delivery received. In the absence of any comments within the agreed timeframe, the materials delivered to the Supplier will be considered accepted, and no subsequent dispute will be deemed valid.

The materials delivered to the Supplier will remain the sole property of the Buyer and must be stored in a specific place on the Supplier's property. As a result of the Supplier's use of the materials for their manufacture, the supplies will automatically, as the work progresses, become the sole property of the Buyer.

All items provided by the Buyer necessary to complete the Order (such as films, specifications, technical data sheets or other items) are the property of the Buyer and must be returned free of charge at the Buyer's request.

ARTICLE 17: TOOLS:

Invoicing of tools or moulds will only be accepted if the tools or moulds in question have given rise to an Order, and if they have been received under the special conditions set out in this Order. They then become the property of the Buyer and must be identified as such. The Supplier will keep them in an appropriate manner, will be solely responsible for them and will indemnify the Buyer at their new value if they are damaged or lost for any reason. They may only be used to fulfil the Buyer's Orders, and must be returned to the Buyer as full owner at its first request. If the Supplier contributes to the tools or moulds, the Buyer will reimburse the Supplier for said contribution, less a depreciation based on a maximum period of 3 years after the date on which the tools are created. If appropriate, the Buyer will invoice the Supplier for repairs and adaptations.

ARTICLE 18: CANCELLATION – TERMINATION

The Buyer reserves the right to cancel in writing, in whole or in part, without such cancellation requiring the Buyer to pay compensation:

- Any Order that has not yet been accepted by the Supplier in accordance with the provisions of Article 2 above, according to the date on the postmark;
- Any Order not delivered in full on the date set or after the deadline set out in the Order;
- Any Order placed with the Supplier, when the latter is no longer in a position to guarantee the Buyer the proper fulfilment under the agreed conditions, or when it is in bankruptcy or liquidation proceedings;
- Any Order whose fulfilment by the Supplier is prevented or whose delivery date as shown on the Order is delayed by more than 3 months due to force majeure;
- Any Order that does not comply with the provisions of Article 9 of these GTCP.

In addition, barring cases of force majeure, the Buyer is entitled to have the entire or remaining Order fulfilled by a third party of its choice, with all costs, charges and penalties incurred by the Buyer as a result of or in connection with this change being borne by the Supplier.

ARTICLE 19: INTELLECTUAL PROPERTY

19.1. Industrial Property

The Buyer is vested with all intellectual and industrial property rights relating to the development of the products, tools, etc., and the related documentation, produced by the Supplier at the Buyer's request and paid for by the Buyer.

The Buyer's prior permission is required to mention or use the name and/or trademark of the Buyer and/or THUASNE.

Any patent, know-how, data and other information shared by the Buyer to the Supplier in confidence remain the sole property of the Buyer, must be kept strictly confidential by the Supplier at all times, and may only be used by the Supplier to fulfil the Order.

Any patentable or non-patentable invention made by the Supplier when fulfilling an Order from the Buyer, but outside of any specific instructions from the Buyer, remains the full property of the Supplier. However, the Buyer is entitled to use the technique invented free of charge.

Any invention made by the Supplier, patentable or otherwise, when fulfilling an Order from the Buyer concerning the development of a new product or new process, belongs to the Buyer. Such inventions and any know-how that the Buyer has shared with the Supplier cannot be used by the Supplier other than to fulfil the Buyer's Orders, unless under a specific agreement with the Buyer.

The Supplier will be responsible for any problems resulting from accusations of infringement of patents or other industrial property rights belonging to third parties, with respect to all processes and all products used to fulfil the Order, except when this infringement is the direct and inevitable result of a specification file proposed by the Buyer to the Supplier when it places the Order.

19.2. Copyright

The Supplier automatically, irrevocably and exclusively assigns to the Buyer all intellectual property rights relating to said Item (and in particular all rights of reproduction, representation, adaptation, distribution and use), as and when the Order Item is completed.

Consequently, the Supplier will refrain from directly exploiting or granting to a third party any right to use and exploit any or all of the Order Item. The Buyer and its affiliates have sole capacity to exploit the Order Item and become sole and full owners of the aforementioned rights and may exercise all the rights and actions attached to this capacity, including transferring the rights vested in them under this clause to any third party of their choice, without having to seek additional permission from the Supplier.

The transfer is granted by the Supplier for all types of exploitation and use in all places, public or private, for commercial, advertising, promotional or institutional purposes, in the entire world and for the entire duration of the intellectual property as is specified under French law.

The Parties agree that the rights transferred by the Supplier to the Buyer for the duration set out above are for the purposes of the Buyer's active use of the aforementioned Item.

The Parties agree that unless stipulated otherwise in the Order's special conditions, the price of the transfer is included as a fixed and definitive sum in the price set out at the time of the Order.

ARTICLE 20: CONFIDENTIALITY

The Supplier undertakes, except when otherwise agreed in writing by the Buyer beforehand, not to disclose any confidential information that the latter may have shared with it in the context of their commercial relationship.

All information that is not known to the public at the time of sharing or that was already known to the Supplier before being shared by the Buyer and that the Supplier can prove it already held is considered confidential.

This commitment will continue to apply after the relationship between the parties is terminated, whatever the cause, until the confidential information has entered the public domain.

The Buyer undertakes, unless otherwise permitted by the Supplier, not to disclose any information relating to the Supplier's methods and techniques that came to its knowledge through the relationship between the Parties.

ARTICLE 21: PERSONAL DATA PROTECTION

Each Party remains personally responsible for its compliance with the provisions of Act 78-17 of 6 January 1978, as amended and supplemented, and with General Data Protection Regulation (EU) 2016/679 of 27 April 2016, and for completing the formalities required by the relevant regulations in this area.

Pursuant to the regulations, information that is personal data concerning natural persons working within the Supplier's organisation may be collected during the creation and performance of the GTCP and the orders governed by the latter and will be processed on a computer by the Buyer, as data controller, to manage administrative and accounting tasks in relation to its suppliers. The processing of this data within the aforementioned context is necessary for the performance of these GTCP and orders governed by it.

The data is intended for the Buyer's authorised departments. The data will be kept in the European Union for the period strictly necessary to achieve the purpose set out above.

Any natural persons who are data subjects have the right to access, rectify, erase and delete the data collected, but also the right to the portability of their data, the right to be notified in the event of data piracy and the right to be informed about the use of this data, all of which rights can be exercised directly by contacting the Buyer at the following address: dpo@thuasne.fr.

Where applicable, the Supplier will send the Buyer the contact details of its data protection officer or of the person in charge of personal data protection for the Supplier.

By default and unless there is a written waiver, the Parties declare that they act as separate data controllers for the activities under their responsibility. Furthermore, depending on the tasks entrusted to the Supplier, if said tasks require the Supplier to act as a personal data processor, a specific subcontracting agreement will set out the Parties' roles and responsibilities, in which case the Buyer will be the data controller. The Parties agree that in such cases, the subcontracting agreement will prevail over the provisions of this clause.

ARTICLE 22: FORCE MAJEURE

Neither of the Parties will be held responsible or considered as having broken this contract if it is unable to meet any of its contractual commitments or deadlines due to force majeure that could compromise the performance of these GTCP and the Orders governed by them.

Force majeure as defined in Article 1218 of the Civil Code refers solely to events beyond the control of the Parties and having the characteristics of unpredictability, unavailability and externality as defined by relevant case law. Therefore, all events such as strikes, labour disputes, riots, fires, floods, transport delays or interruptions, damage to equipment, etc. can only be considered as force majeure if they have the aforementioned characteristics.

Force majeure will release the party invoking it from its contractual obligations only to the extent and for the time that the latter is prevented from fulfilling them, without extending the contract.

This party must strive to quickly remedy the cause of the non-performance and comply with all of its obligations as soon as the force majeure ends, until which time the other party is released of its contractual obligations.

To this end, the party affected by the force majeure must promptly notify the other party by any means of its choosing, and will send confirmation by registered letter with acknowledgement of receipt no later than 3 (three) days after the occurrence of events. During the first six days, both parties will work together to find a way to mitigate this situation as much as possible.

Lastly, the party invoking force majeure must notify the other party of the end of the force majeure event by registered letter with acknowledgement of receipt within three days.

ARTICLE 23: APPLICABLE LAW - JURISDICTION

All Orders submitted by the Buyer are subject to French law.

In the event of any dispute arising in connection with any order submitted by the Buyer or these general terms and conditions of purchase that cannot be resolved amicably, the Buyer and the Supplier agree to assign sole jurisdiction to the Commercial Court of Paris, unless otherwise provided by public policy, even in the event of multiple defendants.