

1 – ORDERS

Unless contrary stipulations are granted by our Company and notified in writing, its orders may only be opposed subject to a specific statement on a purchase order above the company name including the signature of an authorised individual and including these general terms of purchase. The purchase orders may also include any appendices concerning in particular the technical specifications of the ordered goods and materials which, in order to be opposable to our Company, must be initialled or signed by this person.

By accepting this order, the supplier specifically refrains from referring to any clauses included in his own documents (catalogues, prospectuses, proposals, etc.) which may contradict these general terms of purchase.

Amendments to the orders products and materials and their packaging must be subject to the prior written agreement of our Company if these amendments could result directly or indirectly in alterations to the specific features of the materials or goods ordered by our company, its safety standards or the use or purpose of these products and materials.

Our Company reserves the right to amend the quantities and delivery dates initially agreed upon except in the case of disagreement by the supplier notified in writing to our Company within 48 hours of receipt of the amendment requests sent in writing by our Company. For the application of the following provisions, the terms "order" and "purchase order" refer to the purchase order itself, its appendices and written amendment requests from our Company which have not been refused by the supplier within the stated deadline.

Furthermore, our Company reserves the right to agree in writing with its supplier on the special terms of purchase. In this case, the special terms of purchase agreed upon shall prevail over the differing provisions of this document.

2 – DELIVERY TERMS - RECEIPT - ACCEPTANCE OF GOODS

The goods and materials ordered by our Company must be delivered free of all costs concerning lorries or wagons to the factory indicated on the purchase order. They shall always be transported at the risk and peril of the supplier even if our Company has exceptionally accepted a delivery on a departing lorry or wagon.

Thus the transfer of risks, including transport risks, and the ownership of the delivered goods and materials shall be made for the benefit of our Company as of receipt.

Except in the case of the prior written agreement of our Company, no deliveries shall be accepted outside the opening times of our Company. All receipts shall be subject to the provisions of these general terms of purchase.

The shipment slips drawn up by the supplier shall include all the details required for the identification of the goods and materials delivered (order number, type and quantity, name of the transport company). At least one slip shall accompany each delivery and shall be placed in the packaging if possible.

Upon receipt of the goods, our Company may take all necessary steps to verify the quantitative, normative and qualitative compliance of the goods and materials delivered with the ones ordered.

Our Company shall only be liable for the payment of the goods and materials according to the order.

In the case of goods delivered in bulk, the weights and measurements indicated on the weighing slip drawn up by our Company in the presence of the transport company shall correspond to the delivered quantities.

Up until the end of the month following the delivery, our Company may refuse all or some of the delivered goods and materials without prejudice to damages by sending a fax confirmed by registered letter if our Company's verification or control services conclude that they do not correspond to the order, the specifications provided beforehand which have been accepted by both parties or that they are defective in part or in their entirety. In this case, our Company may return the goods and materials concerned to the supplier at the expense and liability of the latter or, after organising specific storage allowing for their identification, make them available to the supplier who shall collect them at his expense.

The transfer of ownership and risks to the supplier, who must provide for the collection of the goods and materials concerned, shall take place on date on which the above-mentioned registered letter of refusal is sent to the supplier.

Our Company specifically reserves the right, if this seems preferable, in view of the constraints inherent in his activity and the consequences of inconsistencies, to cancel all or part of the order if the goods or materials are not consistent with the characteristics referred to in the order or if they comprise material, quality or factory faults or do not correspond to the designs and specifications provided by the supplier or the samples received by the latter. This cancellation shall lawfully take place without any legal formalities being required and shall be notified to the supplier by registered letter.

In all events, our Company reserves the right to request compensation for the damage which could be caused by failure to receive the ordered goods and materials on time.

The control carried out if applicable on the premises of the supplier by our Company or by a control agency shall not under any circumstances constitute dispensation from the above-mentioned provisions.

3 – ASSOCIATED COSTS

All packaging costs and any increases applied between date of signing of the order by our Company and the delivery date which stem notably from the amendment of transport, customs or fiscal rates shall remain the entire responsibility of the supplier.

4 – DELIVERY PERIODS

Our delivery periods must be respected. The delivery of goods and materials ordered by our Company shall take place in terms of quantity and quality according to the terms and periods featuring on the order form and any notification of non-disputed amendments according to the procedure provided for above.

Deliveries made earlier than the date featuring on these documents shall not be accepted without the written agreement of our Company.

The supplier also undertakes to inform our Company by any appropriate means of possible delivery delays. The late receipt by our Company of the delivery shall not imply the renunciation of any action subsequent to this delay on its part.

All deliveries made after the contractual date (featuring on the purchase order and, if applicable, on the amendment request which has not been refused according to the procedure defined above) shall lawfully expose the supplier to penalties for late fulfilment.

The total amount of these penalties indicated by our Company on the supplier's invoices shall be equal to the amount incurred by our Company due to the supplier's default and shall be equal to the following percentage of the pre-tax value of the late delivery : **2 %** per week for the first two weeks overdue, **3 % per week afterwards with a maximum amount equal to 10 % of the pre-tax value of the order or orders concerned.**

In the event of a delay of more than **four weeks**, our order may be lawfully cancelled if the Company considers this appropriate without any formal notification being required and without prejudice to any compensation payable to us to repair the damage incurred due to this delay. The cancellation shall take effect on the date on which our Company sends the supplier a registered letter notifying its decision.

5 – MANUFACTURING CONTROL

By concluding a contract with our Company, the supplier agrees to submit to all verification and control operations which our Company may wish to apply within the supplier's factories, workshops and premises by agents or through the intermediary of a specialised organisation in order to guarantee the qualitative and normative compliance of the ordered goods and materials.

Each shipment shall be accompanied at the initiative of the supplier by a certificate stating that the product is compliant with the specifications featuring on our Company's order.

At the request of the latter, the supplier may be asked to provide an initial sample of ordered goods which our Company shall test. The supplier undertakes to obtain acceptance for all similar orders from our Company from any subcontractors.

6 – GUARANTEE

The supplier shall guarantee the goods and materials supplied against any faults of design, manufacturing, construction, assembly and / or composition for a period of one year following the service launch for continuous day and night operation for material requiring a service launch and for one year following acceptance by our company of goods which do not require a service launch.

In accordance with this guarantee obligation, the supplier shall rectify all faults in the goods and materials delivered with due diligence and at his own expense. He shall also rectify the potential consequences brought about by these faults for the Company and its customers.

With regard to repairable and / or replaceable material, this guarantee shall include the replacement in the workshops or on site of parts which are recognised to be faulty or the application at its expense of amendments which may have to be made to the supplies. In urgent situations or if the supplier is unable to guarantee the correct implementation of these repairs and replacements, our Company shall be authorised to complete these repairs in its own workshops or make the necessary replacements at the supplier's expense.

This guarantee shall apply to all goods and materials supplied by the supplier irrespective of whether or not they are manufactured directly by him on his premises or elsewhere.

The preliminary verification and control operations which our Company could have carried out or provided for according to the provisions of these general terms of sale shall not under any circumstances relieve the supplier of his guarantee obligation.

7 – INVOICING

For each shipment, the supplier must send our Company a duplicate shipment note stating the order number.

The prices indicated on the order shall be fixed and definitive unless stipulated otherwise in writing on the order form.

Invoices which do not reach our Company in duplicate at the latest by the first working day of the month following the delivery shall not be payable until the end of the month of receipt. All deliveries made after the 25th of the month shall be considered for payment as having been made during the following month.

8 – PAYMENTS

The payment terms applied by our Company shall be as follows unless a contrary written agreement has been established:

- either at the latest eight days after receipt of the invoice with a 3 % discount
- or sixty days after the end of the delivery month on the 10th of the following month net without a discount

subject to the triple reservation that the goods and materials have been delivered to the location indicated on our Company's order form, the above-mentioned provisions relating to invoicing have been respected by the supplier and the delivered good and materials are compliant with our Company's order.

Payments shall be made by cheque or bill of exchange issued by our Company or by bank transfer. No payments shall be made in cash. In the event of a dispute regardless of its nature, our Company reserves the right to suspend the payment until this dispute has been settled.

9 – INDUSTRIAL PROPERTY

The supplier undertakes to consider that the terms of our Company's order and any documents and notes which may accompany it are covered by business secrecy and commercial confidentiality.

The supplier also undertakes to relieve our Company of all responsibility in the context of the real or claimed forgery of any trademark, design, model or patent concerning the delivered goods and materials and to compensate our Company for any losses and disbursements incurred in this context.

10 – OFFICIAL LANGUAGE - APPLICABLE LAW - JURISDICTION

French law shall apply for the purpose of the settlement of all disputes and litigation concerning the order and its consequences.

The commitments expressed in French by the parties involved shall prevail over all provisions expressed in one or more other languages.

For litigation between the supplier and our Company, the commercial court of SARREGUEMINES shall possess exclusive competence even in the case of an incidental or guarantee claim or in the presence of several defendants either for a contractual action or one based on a quasi misdemeanour according to article 1382 and subsequent articles of the civil code. If the dispute involves the introduction of emergency proceedings, the judge of the emergency proceedings of the above-mentioned jurisdiction shall also possess competence.

The acceptance by our Company of a delivery from the supplier's factory or payment excluding SARRALBE shall not under any circumstances constitute dispensation from this jurisdiction allocation clause.



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