

GENERAL TERMS AND CONDITIONS OF PURCHASE

(Edition 13, Sept 2019)



1- GENERAL CLAUSE - Unless otherwise agreed between the Parties, the special conditions appearing on the purchase orders issued by the Purchaser (defined as any entity affiliated to the DELACHAUX Group), as well as the present general terms and conditions of purchase of Conductix-Wampfler or the DELACHAUX Group will exclusively govern any operation for the purchase of supplies (products and/or services) carried out by the Buyer and will take precedence over any other stipulations or conditions appearing on any other document communicated before or after the purchase order. Any execution, or commencement of execution, of a purchase order issued by the Purchaser shall be deemed to constitute the Supplier's unreserved acceptance of the special terms and conditions relating thereto as well as of these general terms and conditions.

2- ORDER ACKNOWLEDGE OF RECEIPT - The Supplier shall acknowledge receipt of any order by sending an acknowledgement of receipt to the address of the Purchaser's issuing purchasing department within three working days of the Supplier's receipt of the order. Once this period has expired, the order will be considered as definitively accepted by the Supplier.

If the Supplier has any reservations, they must be expressly accepted by the Purchaser for the order to take effect with respect to the Supplier. The Purchaser may at any time carry out any inspection visits it deems necessary on the premises where the goods and/or services are to be provided during normal working hours in order to ensure that the Supplier is properly fulfilling its contractual obligations.

3- ORDERS - DELIVERY TIME - The contractual delivery date of the product is stated on the order: this is the date on which the Supplier has undertaken to make the said product (in quality and quantity) available to the Purchaser at the address specified in the order. Any delay in the execution of any order due to force majeure must be notified to the Purchaser in writing as soon as the event occurs.

Unless the Supplier expressly disagrees with the Purchaser within three days, the Purchaser reserves the right to modify the quantities and delivery dates initially agreed. Any delivery earlier than the date provided for in the order placed by the Purchaser will only be accepted after prior agreement from the Purchaser.

4- QUALITY - PRODUCT CONTROL BEFORE DELIVERY - The Supplier is responsible for the quality of the products and services provided. It shall provide products and services that comply with the regulations in force, initial samples, technical specifications, specifications, plans, contracts or other documents that may have been drawn up and accepted by the Parties. It shall also comply with the quality requirements applicable to the Suppliers when these have been transmitted to it by the Purchaser.

No shipment may be made without the Supplier having first made sure that the product complies with all applicable regulations, as well as with the specifications likely to appear in the Purchaser's order. Goods and/or services that do not meet all of the above requirements will be considered by the Purchaser to be non-compliant. It shall be the Supplier's responsibility to remedy the non-compliance without delay by replacing the Product or bringing the Product into compliance with the same conditions previously accepted. All costs related to and resulting from the non-compliance shall be borne by the Supplier, including the sorting, dismantling, disassembly/assembly and alteration operations carried out, and production stoppages by the Purchaser or third parties. In addition, the opening of a non-conformity file by the Purchaser will be invoiced for a lump sum of €180 excl. tax. The Purchaser may choose to remedy the non-conformity itself and/or entrust a third-party company of its choice with the task of remedying it, at the Supplier's expense, who will be informed by registered letter. In the event of recurrent nonconformities, the Purchaser may terminate the order immediately, in whole or in part, without compensation at its expense, by simple registered letter. The parts declared to be non-compliant will be made available to the Supplier for removal at the Purchaser's Reception Department and kept for a period of one month. Beyond this period, the Purchaser reserves the right to destroy them without further notice and to invoice the destruction costs if necessary. Furthermore, the Supplier must inform the Purchaser of any modification likely to impact the delivery and/or the conformity of the parts delivered (change of products, process, equipment, subcontractors)

With regard to cables, unless the Buyer has agreed otherwise, the length tolerance is minus zero (-0) plus three percent (+3%), adjusting only the ordered length.

5- DELIVERY - SHIPMENT - TRANSPORTATION - Any shipment that is addressed to the Purchaser's Reception department will be the subject of a dispatch note drawn up by the Supplier containing all the information necessary for identifying the packages (in particular order reference, nature, quantity and reference of the Supplier's and Purchaser's goods, method of dispatch, name of the carrier and place of delivery).

The dispatch note must accompany the parcels. This dispatch note can only be binding on the Purchaser if it has been stamped by the issuer of the purchase order and signed by a person duly authorised to bind the Purchaser and to sign such purchase order; the list of these authorised persons may be communicated to the Supplier upon simple request to the Purchaser.

However, as the quantitative and qualitative controls are carried out after delivery, the Supplier shall not consider any signature or release stamp as an unconditional acceptance of delivery.

Any consignment which is not accompanied by a packing slip or which is found after inspection not to conform to the specifications (in terms of quality and quantity) of the Purchaser's order may, at the Purchaser's discretion, be refused or returned at the Supplier's expense, risk and peril, without the Purchaser incurring any liability for shortages and advances.

If the transport conditions are not the subject of special provisions in the order, the Supplier will be responsible for the transport and insurance costs of the products transported to the place of delivery indicated by the Purchaser.

6- PACKAGING - The packaging must be carefully prepared and adapted to the nature of the products and the transport conditions. Damage resulting from a packaging defect shall be borne by the Supplier.

In the event that the products are delivered in packaging belonging to the Supplier and consigned by the Supplier, these must be detailed on a separate dispatch note.

7- TRANSFER OF OWNERSHIP AND TRANSFER OF RISKS - The Transfer of ownership shall pass as soon as the order is executed, notwithstanding any retention of title clause which is not binding on the Purchase if it is not accompanied by the signature of one of the Purchaser's authorised representatives.

Unless otherwise specified on the order, the transfer of risks always takes place upon delivery of the goods to the place indicated on the order.

8- PRICES - Unless otherwise specified in the order, the prices mentioned therein are firm and final. They include transport, the packaging of the product that is necessary for its proper conservation during storage, as well as packaging suitable for transport, in accordance with the provisions previously stated.

For products purchased ex works, unless otherwise specified in the order form, the Supplier shall be responsible for packaging and transport on behalf of the Purchaser at the best market conditions, the corresponding costs being paid by the Supplier and then invoiced to the Purchaser at cost price. The Supplier must show this transport invoice if the Purchaser so requests.

9- INVOICING - Invoices are issued by the Supplier after delivery. They must be drawn up in a single copy and sent to the Purchaser within five days of delivery to the address shown on the order. These invoices must include the words "Supplier code", "order number", "packing slip number", "Supplier and Purchaser product reference" and "place of delivery".

10- PAYMENT - Unless otherwise stipulated in the order, no deposit is paid with the order and invoices are paid by bank transfer at the end of forty-five (45) days from the end of the month or sixty (60) days from the date of issue of the invoice. In all cases, the method of payment and the calendar date of the due date must appear on all invoices. If this information is omitted, invoices will be paid spontaneously by the Purchaser sixty (60) days from the date of issue of the invoice without notification from the Purchaser to the Supplier. All invoices received by us after the 5th of the month following the delivery date agreed with the Supplier will be carried over to the following month. Payment of invoices does not constitute a waiver by the Purchaser of any dispute or action for non-conformity of the Products delivered.

The amount paid takes into account any deficiencies due to late delivery, calculated in accordance with the provisions of Article 11.

Any dispute by the Purchaser over the invoiced price and the supplies delivered may be the subject of a debit note, the amount of which will be deducted from subsequent payments.

11- LATE DELIVERY - PENALTY FOR LATE DELIVERY - PENALTY - CLAUSE - In the event of late delivery in relation to the date agreed between the parties and shown on the purchase order (or in relation to any other date expressly agreed between the Purchaser and the Supplier) or non-delivery, the Purchaser shall be entitled to apply penalties for late delivery. The amount shall be equal, per day of delay, to one percent (1%) of the price excluding tax of the products provided for in the order, without the total not exceeding twenty percent (20%) of the total value excluding tax of the order. Penalties may be applied in addition to the additional costs, direct and/or indirect, incurred by the Purchaser as a result of the delay. These penalties shall be payable upon request by the Purchaser and without prior formal notice. The amount of these penalties will be deducted from the payments as indicated in article 10.

12- WARRANTY - Without prejudice to the legal provisions regarding hidden defects in particular, the Supplier shall remedy at its own expense, with all due diligence and in full, all design, material, manufacturing and assembly defects affecting any product for a minimum period of twenty-four (24) months from the date of first use of the product by the Purchaser. The Purchaser shall also correct any consequential defects.

Notwithstanding the above clause, the Purchaser's Suppliers take the place of the Purchaser to guarantee their equipment vis-à-vis the Purchaser's customers under the same conditions and within the same time limits as those under which the Purchaser guarantees its own equipment, conditions that the Purchaser's Suppliers have declared being aware of.

Orders placed by the Purchaser in execution of public contracts automatically imply acceptance by the Supplier of the guarantee conditions applied to the Purchaser in the context of these public contracts.

Should the Supplier prove unable to ensure the correct execution of this clause, the Purchaser reserves the right to have the necessary work carried out at the Supplier's expense without prejudice to the termination clause.

13- INDUSTRIAL PROPERTY AND CONFIDENTIALITY - The Supplier shall maintain total confidentiality on the technical and commercial elements to which it has access in the execution of any order.
Unless otherwise stipulated in the order, the drawings, plans and models that the Purchaser has designed in whole or in part and of which the Supplier has had knowledge for the execution of the order, remain the property of the Purchaser and must be returned to the Purchaser on delivery for payment of the order.
Unless otherwise agreed on the order, the tooling, including any marking and inscription manufactured specifically for the execution of the order belongs to the Purchaser when invoiced. It must always be individualised.
These various drawings, models, plans and tools shall be insured by the Supplier until their delivery.

14- ETHICS - The Supplier agrees to comply fully with all applicable anti-bribery laws. The Delachaux Group is a signatory of the United Nations Global Compact and promotes responsible behaviour. Our Code of Ethics can be consulted on www.delachaux.com

15- TERMINATION - The Purchaser may terminate the order without prejudice to the exercise of its other rights and without incurring liability towards the Supplier: 1) In the event of non-performance by the Supplier of one of its obligations under the order and fifteen (15) calendar days after a formal notice sent to the Supplier by electronic registered letter with acknowledgement of receipt, which has remained unsuccessful, the Purchaser may either terminate the order by operation of law without legal formality, or have the supplies/products/works carried out by a third party company, at the Supplier's expense. 2) In the event that the supplies / products / services that are the subject of the order are intended to be sold or to be carried out within the framework of a contract concluded between the Purchaser and a customer, the termination of the latter contract shall automatically entail, without prior formal notice and without legal formality, the termination of the order, without any compensation for the Supplier other than the costs incurred, except for products that have been scrapped. 3) In the event that the Supplier, or its activities, are terminated or absorbed by any third party.

16- INSURANCE - The Supplier shall take out and maintain in force with a company of reputed solvency, the insurances guaranteeing it against all risks that it may incur or cause in the context of its contractual obligations under the order and with a waiver of recourse against the Purchaser, its employees and its insurers. The Supplier shall provide the Purchaser, if the Purchaser so requests, with any document justifying the taking out and maintenance of the above insurance. If the Supplier's insurance policies provide for contractual deductibles, these will be borne by the Supplier.

17- SOCIAL LEGISLATION - LABOUR REGULATIONS - SPECIAL REGULATIONS - The personnel assigned by the Supplier to carry out the product and/or service will remain under the control of the Supplier. The Supplier shall fulfil all obligations imposed by social legislation, in particular the payment of contributions and other charges, and shall provide the Purchaser with proof of this:

- Professional correspondence mentioning the name, full address and registration number in the Trade and Companies Register;
- A certificate of civil liability insurance;
- A sworn statement by which the Supplier certifies that the work will be carried out with regularly employed employees.

The Supplier is obliged to comply with the labour regulations and special regulations in force at the place where the product and/or service is to be carried out. In particular, the Supplier shall comply with all constraints relating to discretion that are likely to promote the proper organisation of the service and execution of the order.

18- CERTIFICATIONS AND INSTRUCTIONS OF THE SELLER - The Supplier declares that it holds all the ISO certifications necessary for the proper performance of its obligations. The products and/or services will be delivered with all the instructions, recommendations, warnings and other indications necessary for correct use and in optimum safety conditions for people and goods. This is especially the case if products contain dangerous substances or require special safety precautions to be taken. In particular, the Supplier shall provide the Purchaser with all indications, instructions and warnings necessary to comply with the applicable legal and regulatory provisions on health, safety and the environment, and shall indemnify the Purchaser for all consequences, claims and costs that may result from the Supplier's failure to comply with this obligation.

19- COMPLIANCE - Personal data: The Supplier shall comply with the applicable regulations when collecting personal data in connection with the acceptance and/or execution of a sale (or Purchase Order). The personal data thus collected may be subject to automated processing for the sole purpose of managing and monitoring sales, but also for marketing purposes. Access to the said personal data will only be granted to the Buyer and its related companies. Regulations and economic sanctions: The parties undertake to fully comply with all applicable authorisations, permits, legal and regulatory provisions applicable to export control and trade sanctions, including, in particular, those applicable in the United States and the European Union, as well as the Seller's procedure, which can be consulted at www.delachaux.com. In particular, the Supplier shall guarantee that neither it nor its affiliates use, sell, resell, export, re-export or otherwise develop the Products/Services, directly or indirectly, to a country, destination or person in violation of trade sanctions and applicable export control rules.

20- SETTLEMENT OF DISPUTES - APPLICABLE LAW - French law is the only law applicable to the settlement of disputes arising from the interpretation or execution of any order. By express agreement between the parties, in the event of a dispute, the Court of Bourg en Bresse (01), on which the site issuing the purchase order depends, has sole jurisdiction, whether the dispute arises in France or abroad, even in the event of an incidental claim or in the event of multiple defendants.

Conductix-Wampfler France SAS

30, av. Brillat Savarin
01300 Belley
France

Tel. +33 (0)4 79 42 50 00
Fax +33 (0)4 79 42 50 05
E-Mail: info.fr@conductix.com