

GENERAL TERMS OF PURCHASE

1. ORDER

For a supplier, the acceptance of an order from us entails the acceptance of our General Terms of Purchase, which shall prevail over the supplier's General Terms of Sale. Unless written agreement, those General Terms of Purchase shall apply to all purchases.

2. ACKNOWLEDGMENT OF RECEIPT

The acknowledgement of receipt attached to the order must be returned to our purchasing department, duly signed, at the latest within eight days from the order date. After that period, the order shall be regarded as accepted. If the supplier does not accept the conditions of our order (price, delivery time, ...), we must be informed before the acknowledgement of receipt is returned, so that we can send a rectified order. The non-observance of our conditions can entail the cancellation of the order.

3. DELIVERY TIME

Delivery times are firm and shall be understood « delivery duty paid » in our warehouses on due date.

4. PRICES

Prices are firm and may not be revised and shall be understood goods packed and delivered in our warehouses. The goods are transported at the expenses and risks of the supplier.

5. DELIVERY

Any delivery must be accompanied with a delivery form in two specimens. We reserve the right to refuse goods delivered on surplus and to put on standby the invoicing of the partial deliveries. Any goods received after the 25th of the month will be considered value of the following month.

6. RECEIPT

The control of the goods is made after the delivery or in the course of transformation in our workshop. Our signature of the delivery form does not extinguish our rights. Refused goods shall be sent back to the supplier at its expenses and under its responsibility. All work carried out by our workshop to correct the defects will be invoiced to the supplier. We reserve the right to ask or not for the replacement of defective parts. Our final customers and ourselves reserve the right to check -in the premises of our suppliers- the conformity of the goods and of the quality management system to the contractual requirements and to the orders.

7. CANCELLATION

In the case of grave disregard of the clauses of our orders, we reserve the right to suspend or to cancel the complete order or a part of it, and to provide ourselves at the expense of the supplier, without prejudice of any other action or indemnity. If our activity is stopped in case of absolute necessity, the supplier, on our simple request, will suspend deliveries and stop manufacturing of the goods. The supplier will not be authorized to ask for damages in that specific case.

8. EQUIPMENT AND DRAWINGS

Equipment (moulds, tools, equipment, ...) put at the supplier's disposal for the realization of our orders remain our full and whole property. Except specific contractual clause concluded between both parties, as bailee of the equipment, the supplier shall warrant its perfect servicing, well-keeping and maintenance. No exceptional invoice relating to the equipment will be sent to us without a prior agreement and the corresponding order. In no case, the drawings of the parts, tools and equipment will be communicated to third parties. Equipment and tools cannot be used to manufacture parts for any third party. The putting of those moulds, tools and equipment at the supplier's disposal will be formalized by an acknowledgement of receipt duly signed by the supplier. All the moulds, tools and equipment will be clearly identified as being our property. The equipment, tools and moulds will be returned to us in full ownership on our first request by registered mail. Any delay over 10 days for the return of the equipment will lead to a penalty of € 150 (one hundred and fifty euros) per day and per equipment. The restitution date mentioned on our registered mail is imperative. The supplier will not put forward any prejudice resulting from our restitution request of one or several moulds, tools or equipment. The supplier shall take all necessary insurance policies covering the equipment and shall attach proof of said insurance to the acknowledgement of receipt of the equipment.

9. INVOICING - PAYMENT

Invoices will be sent in triple before the 10th of the month following the delivery. After that date, invoices will be registered in the following month. The invoices shall be payable by accepted draft. The term of payment shall be either 45 days end of month or sixty days from invoice, according to the agreement signed by our companies.

10. INDUSTRIAL PROPERTY

The supplier shall hold our company harmless from any complaint and/or claim by a third party upon manufacturing process, models, drawings, tools, moulds and equipment used. The supplier shall be solely liable for the consequences resulting from proceedings initiated by a third party. The supplier thus gives up any recourse against our company.

11. JURISDICTION

The rights and obligations of the parties are governed by the French law. In the event of a dispute, an exclusive jurisdiction shall be granted to the commercial court of the site of our company, even in case of appeal on warranty or multiple defendants. Any other clause conflicting the present terms of purchase and any agreement other than those specified in the present order are not opposable to our company.