

1. SCOPE OF APPLICATION

The purpose of these Terms of Purchasing is to define the general conditions applicable to orders (hereinafter the "Orders") placed by E-T-A Electro-techniques (hereinafter "E-T-A") with the Supplier.

2. ACCEPTANCE OF THE TERMS OF PURCHASING

The Terms of Purchasing are deemed to have been brought to the Supplier's attention prior to the formation of the contract and are therefore deemed to form the contractual basis binding the parties.

By accepting the Order, the Supplier irrevocably accepts the Terms of Purchasing. In the event of any contradiction between the Supplier's general terms and conditions of sale and the Terms of Purchasing, the latter shall prevail.

Any deviation from the Terms shall be deemed unenforceable against E-T-A unless the parties have agreed otherwise in writing.

3. ORDERS

Any Order from E-T-A shall give rise to the issue of a purchase order including the part number, quantity and price of the products ordered, its receipt must be acknowledged by the Supplier within 2 calendar days following the date of the Order.

Any modification made by the Supplier to any of the elements of the Order shall only be binding on E-T-A subject to its written agreement.

If the Supplier accepts an Order with reservations, they must notify E-T-A within five (5) working days of receipt of the purchase order. Failing this, the Order shall be deemed to have been accepted without reservation.

4. TERMS OF ORDER EXECUTION

4.1 Processing: The Supplier undertakes to carry out the Order in accordance with the terms and conditions of the purchase order and according to the rules of the trade. They declare that the information transmitted by E-T-A in connection with the Order is clear, unequivocal and sufficient for its proper execution.

4.2 Delivery: The Supplier undertakes to deliver the Products in the quantity, quality and at the times agreed between the parties.

Transport costs shall be borne by the Supplier, unless otherwise stipulated in the order.

In any event, the Products delivered must be correctly and sufficiently packaged and protected, in an appropriate container taking into account their nature and the precautions to be taken in order to protect them in particular against any risk of bad weather, corrosion, loading or unloading accidents, any risk inherent in storage, vibrations and any shock.

4.3 Conformity: The Supplier acknowledges and accepts that E-T-A may refuse any product that does not conform to the Order, any excess product, and any delivery not accompanied by a delivery note specifying the Supplier's identity, the Order number, and the clear designation of the Product(s) delivered.

In the event of apparent non-conformity of the Products, E-T-A shall notify the Supplier in writing and may request, at the Supplier's discretion, immediate replacement of the non-compliant Product(s) at the Supplier's expense, or a credit note.

The absence of any dispute and/or reservation by E-T-A does not in any way imply a waiver of E-T-A's right to exercise the rights and remedies at its disposal.

4.4 Origin: The supplier is obliged to supply original manufacturer products and is prohibited from supplying equivalent or counterfeit parts. The supplier shall indicate the country of origin and customs code on the invoice for each product delivered.

5. LEAD TIMES

The lead time agreed between the parties starts from receipt of the purchase order by the Supplier. These deadlines are imperative and may not be modified without the prior agreement of E-T-A, which reserves the right to refuse any early delivery.

In the event of late delivery, E-T-A may, by operation of law, apply late delivery penalties equal to 0.5% of the amount of the Order, excluding VAT, per calendar day of delay, up to a maximum of 10% of the amount of the Order, excluding VAT. Beyond this ceiling, E-T-A reserves the right to terminate the Order by simple notification to the Supplier, without prejudice to any damages that E-T-A may claim.

6. TRANSFER OF RISK AND OWNERSHIP

6.1 Risks: The Supplier shall bear all risks until E-T-A has received the Products without reservation.

6.2 Property: Unless otherwise agreed by the Parties, transfer of ownership takes place upon acceptance of the Order by the Supplier. No reservation of title clause stipulated by the Supplier may be invoked against E-T-A unless expressly accepted in writing beforehand.

7. INVOICING AND PAYMENT

Invoices are payable within 45 days from the date of invoice, unless otherwise agreed.

Invoices must be made out to E-T-A Electro-techniques at our address: 6 avenue des Orangers, P.A les petits Carreaux, 94380 Bonneuil-sur-Marne. They must include the order number and date, as well as details of the various items invoiced, with delivery note references.

8. INTELLECTUAL PROPERTY

The Supplier undertakes to obtain all rights and authorizations necessary for the sale of the Products and their use by E-T-A. In the event that the Products are the subject of proprietary rights belonging to the Supplier, the latter will grant E-T-A the right to use them free of charge.

E-T-A is the owner of the results, studies, prototypes, pre-series, models, moulds and tooling, documents and data which it has financed and which have been specifically produced on its behalf within the framework of an Order. The Supplier may not claim any industrial or intellectual property, know-how or manufacturing secret on these elements.

9. GUARANTEE

The Supplier warrants that the Products:

- comply strictly with the Order, good engineering practice, applicable standards (including safety standards), laws and regulations, drawings, specifications and all documents describing the Products,

- are suitable, under the normal conditions of use specified by the Supplier, for the functions and purposes for which they are intended,

- meet the needs and objectives of E-T-A,

- are free from all apparent or hidden defects and from all faults resulting in particular from a design or manufacturing fault, or consisting of a malfunction.

- are strictly original manufacturer products and not equivalent or counterfeit products.

The opening of a product non-conformity file will necessarily entail the invoicing of administrative processing fees and possibly the re-invoicing of a prejudice, the amounts of which are as follows:

Invoicing fee for opening a non-conformity file: €70 excluding VAT

Hourly rate during the working day: 59€ excl excluding VAT

10. CONFIDENTIALITY

The Parties undertake to treat as confidential any information of any kind (in particular technical, commercial, accounting or financial information) of which they may become aware in the course of their dealings in connection with the performance of the Order, and not to divulge such information to any third party whatsoever, unless such disclosure is made strictly compulsory as a result of legal, regulatory or judicial requests, or emanating from supervisory or control bodies, statutory auditors and chartered accountants in charge of the parties' corporate accounts, their insurers or brokers.

This undertaking of confidentiality shall remain valid for a period of two (2) years after completion of the Order.

11. COMPLIANCE WITH REGULATIONS

The Supplier guarantees compliance with the regulations in force within the European Union, in terms of personal safety, environment, electrical safety and electromagnetic compatibility.

The supplier undertakes to ensure that all the parts it supplies do not contain prohibited substances, and will not do so in the future. The supplier undertakes to provide, before the first delivery, a safety data sheet in written and electronic form in the event that the product supplied contains hazardous substances in accordance with article 19 paragraph 2 of the law on chemical products. This data sheet must comply with the current standard for safety data sheets.

12. SUBCONTRACTING - TRANSFER OF RIGHTS AND OBLIGATIONS

The Supplier assumes sole responsibility for the proper execution of the Order. The Supplier may not entrust all or part of the performance of the Order to third parties without E-T-A's prior written consent. In the event of authorized subcontracting, the Supplier shall do so under its entire and sole responsibility; it shall not be relieved in any way of compliance with its obligations, which it shall also require its subcontractor(s) to perform.

The Supplier shall not in any way whatsoever assign or transfer all or part of the rights and obligations under the Order without the prior written consent of E-T-A.

13. SETTLEMENT OF DISPUTES

13.1 Applicable law: French law alone is applicable to the Order. The Parties expressly agree to exclude the application of the United Nations Convention (known as the "Vienna Convention") on the International Sale of Goods concluded on April 11, 1980.

13.2 Competent court: All conflicts or disputes which may arise between the Parties as a result of or concerning the interpretation, application, performance, termination and/or validity of any of the clauses of the present General Terms and Conditions shall be subject to a prior attempt at amicable settlement between the Parties.

Failing this, any dispute shall be submitted to the competent courts of Créteil (France), notwithstanding plurality of defendants or the introduction of third parties, even for emergency or conservatory proceedings, in summary proceedings or by petition.

The present clause is legally autonomous, and continues to apply despite any nullity, termination, resolution or annihilation of the present contractual relationship.