



# EGIDE SA - GENERAL CONDITIONS OF PURCHASE

## 1. DEFINITIONS.

**Buyer** : legal entity.

**GCP** : the present General Conditions of Purchase.

**Purchase Order** : form created by the Buyer and sent to the Supplier, which includes the description of the supply ordered, the eventual specifications of the Supply, and the notification of the current GCP.

**Declaration of conformity** : form created by the Supplier, under its own responsibility, which notifies the conformity to the specifications of the Supply, the conformity to the up-to-date official standards and to all the rules to apply, in particular the state of the art for the execution of the services.

**Supplier** : natural or legal entity to receive the Purchase Order.

**Supply** : the sale of the products or the services, object of the order.

**Quotation** : form created by the Supplier, under its own responsibility, notifying the price of the Supply according to the specifications.

**Specifications** : all forms defining the requirements to apply and to which the Supplier or the Supply must conform, the requirements of the Buyer and the conditions of execution for the Supply, as such as the description, the standards and the quality requirements to apply.

## 2. PURPOSE.

The present GCP defines the conditions of the Purchase Order to apply. The obligations are fulfilled honestly according to the following rules.

## 3. ACCEPTANCE OF THE PURCHASE ORDER.

The acceptance of the Purchase Order by the Supplier entails the acceptance of both its conditions and General Conditions of Purchase. These latter apply whatever any other conditions, whatever the forms and documentations used by the Supplier, unless covered by a written agreement from the Buyer.

The Supplier must send to the Buyer an acknowledgement within 48 hours after Purchase Order receipt. Beyond this period, the Purchase Order will be considered as accepted in all conditions and in the GCP conditions.

The obligations to apply to the Supplier are the obligations of result, except by written convention. The Supplier, manufacturer and specialist, is free to organize himself at his own convenience in order to reach the result for which he is the sole responsible, under reserve of chapters 4 and 5 to follow.

The present GCP cannot be modified except by written agreement from the Buyer.

## 4. TRANSFER OF PURCHASE ORDER - INTERMEDIATION - SUBCONTRACTING.

The Purchase Order is concluded "intuitu personae" in Supplier consideration.

**4.1.** The Supplier cannot sell or transfer the Purchase Order or its rights and obligations to apply against the Purchase Order, whatever the legal modality, without written agreement from the Supplier.

**4.2.** The Supplier commits to fulfil the Purchase Order without any intermediation and to remain the direct contracting party of the Buyer. In case of plurality of Purchase Orders, consequence of the sales relationship between the Buyer and the Supplier, the Supplier cannot request to the Buyer to be represented by anyone, neither by Commercial Agents, Distributors nor Representatives, whatever their power, their title and legal status, and whatever the legal modality, without written agreement from the Buyer.

The Buyer will be able to refused all deals and discussions with any intermediary of the Supplier, and the Supplier accepts this.

**4.3.** The Supplier will not be able to subcontract a part or totality of the Purchase Order, without written agreement from the Buyer.

In case subcontracting is accepted by the Buyer, the Supplier will remain responsible for all the obligations defined in the Purchase Order and the total execution of the Purchase Order, according to the Specifications. The Supplier commits to make respected the obligations defined in the Purchase Order by each subcontractor accepted by the Buyer and will have to be able to justify officially these obligations by a written commitment in case the Buyer requests it.

Any attempt or agreement concluded in defiance of stipulations of present chapter 4 will be invalid, without any penalties for the Purchase Order cancellation and without any damages and interests the Supplier could request.

## **5. SUPPLIERS AND SUBCONTRACTORS OF SECOND LEVEL.**

The Buyer reserves the right to request from the Supplier the list of his own Suppliers and/or subcontractors involved in the manufacturing of the Supply, object of the Purchase Order. The Supplier commits to give this list at the first request and without notice to the Buyer.

## **6. TRANSFER OF RISK AND OWNERSHIP TRANSFER.**

The transfer of risk starts when the Supplies are delivered at address of delivery agreed. The Supplies ordered remain the property of the Supplier until the total payment by the Buyer, who commits to maintain in good condition the Supplies delivered and not yet paid for.

In the case where the Buyer lends or orders from the Supplier equipments or tools, especially tools destined for the execution of his orders, these are considered to be in stock at the Supplier's facilities. The Supplier is considered by express convention, totally responsible for their condition, including, in case of absolute necessity, for all the duration of the stock.

## **7. TERMINATION - CANCELLATION.**

The Buyer reserves the right to cancel part or totality of the Purchase Order not performed in total respect of the conditions required by the Purchase Order, without any penalties nor notice.

The Buyer reserves the right to cancel any Purchase Orders, in case of breach by the Supplier of the chapter 4 TRANSFER OF PURCHASE ORDER – INTERMEDIATION – SUBCONTRACTING of the present GCP. As such, any transfer or subcontracting not accepted by the Buyer will make possible the cancellation of the Purchase Order by the Buyer, without payment of the Purchase Order nor indemnities to the Supplier.

## **8. CONDITIONS OF INSPECTION, REPAIR, REPLACEMENT.**

The Buyer reserves the right to check the conformity of the totality or part of the Specifications to apply, at any time during and after the achievement of the Supply. The Supplies are guaranteed to be in total conformity to the up-to-date specifications.

In case of non-conformity, the Buyer notifies to the Supplier the decision of rejection. In that case the Supplier must proceed to the repair or replacement of the rejected Supplies. The total or partial return of the Supplies to the Supplier is done at the Supplier charge, the date chosen by the Buyer.

Any Supply delivery after repair or replacement must be delivered with a packing slip stating the reference of the claim given by the Buyer.

In case the Supplies are not in conformity, but the Buyer considers these Supplies can be used in the current state, a technical concession can be granted by the Buyer to the Supplier.

## **9. GUARANTEE.**

The Supplier guarantees the Supply from all the manufacturing defects or latent defects and their consequences for a duration of one year (unless a longer duration is notified in the Quotation or the Purchase Order), from the first day of working start of the Supply by the Buyer.

## **10. DELIVERY.**

All the deliveries of the Supply must be delivered with a packing slip and a Declaration of Conformity. The packing slip must indicate the Purchase Order number. Each delivery must be in conformity with the delivery date and quantity required in the Purchase Order, except in case of agreement with the Buyer. A copy of all the forms must be put inside the packaging.

## **11. PRICE AND INVOICING.**

The prices defined in the Quotation and in the Purchase Order are firm and not modifiable, unless notified otherwise, for a Supply in total conformity with Specifications. Payments are implemented against invoices, after Buyer acceptance. Each invoice must state the Purchase Order number and the packing slip involved.

Payment is done according to the payment terms notified on the Purchase Order. In case of dispute, the Buyer keeps the right to hold the payments.

## **12. CONFIDENTIALITY.**

The supplier is not allowed to use and commits to keep confidential for the duration of the Purchase Order and after delivery, all the pieces of information notified on the Purchase Order or any piece of information he has received during the execution of same.

Any communication involved with the products from the Buyer, written, spoken or during exhibitions, is forbidden without written agreement from the Buyer.

## **13. ALLOCATION OF JURISDICTION.**

For Purchase Order placed by Egide SA, any dispute occurring during the Purchase Order, its validity, its interpretation, its execution is the competence of the Commercial Court of Avignon, in spite of the plurality of defendants or guarantee of appeal.

For Purchase Order placed by Egide USA, any dispute occurring during the Purchase Order, its validity, its interpretation, its execution is the competence of the Court of Maryland (USA), in spite of the plurality of defendants or guarantee of appeal.