

Article 1. Purpose

These General Terms and Conditions of Purchase ("GTCP") define the general provisions applicable to the order ("Order") of goods or services (the "Furniture") placed by GROUPE AWM (the "Purchaser") to the supplier (the "Supplier").

Article 2. Scope of the Order and Acceptance

2.1 The Purchase shall govern the supply of goods or services, it includes the following documents in descending order of precedence: (1) the Purchase Order, and, when clearly specified in the Purchase Order, any technical specification, the Supplier's offer, special conditions completing and/or modifying the GTCP, and these GCP.

2.2 Except when the Parties have expressly agreed otherwise in written in the Purchase Order, the Supplier waives the right to take advantage of any documents from Supplier's side contradicting any of the Order's specifications, or of the provisions of the herein GTCP.

2.3 By accepting an Order from the Purchaser, the Supplier is deemed to have accepted, without reserve, the herewith GTCP. The Supplier shall return via mail or email, within a reasonable timeframe with regards to the delivery time of the Furniture as specified in the Order, and in any case no later than eight (8) working days after receiving the Order, a signed copy of the Order and of together with the GTCP. Should the Purchaser not receive the copy of the duly signed Order within the term stipulated hereinabove, any start of performance of the Order by the Supplier shall be deemed as a full acceptance of the Order.

2.4 In the case of successive Orders, acceptance by the Supplier to the herein GTCP is deemed valid for any and all the forthcoming Orders.

2.5 The Supplier cannot amend the order without the Purchaser's prior written consent.

Article 3. Lead Time

3.1 The Supplier shall comply with the schedule for delivery as specified in the order.

3.2 Failure to comply with the delivery dates, except force majeure, shall entail the application of delay penalties, without any notification or prior warning of 0,5 % of the value of the Furniture for each day of delay, up to 5% of the value of the Furniture. The penalties are not compensatory damages, and comes in addition to the Purchaser's right of claiming damages and interest for any prejudice caused by the late execution of the order.

3.3 In case of a force majeure event delaying the execution of the order, the Supplier shall without delay notify the Purchaser. The Parties shall convene about practical measures for mitigating the consequences of the force majeure. Should such event last for more than ten (10) consecutive days, the order can be terminated by either Party, without any damages being due to each other. Are not considered as being a force majeure event: strikes, shortage in supply, holidays, employees, sub- or co-contractors work stopping.

Article 4. Execution

The Supplier shall deliver a Furniture that complies with the provisions of the Order as well as the legal and regulatory provisions and current best practice, norms and standards of the industry; the Supplier shall deliver the Furniture, free from any ownership or property rights and from any encumbrances and together with all the associated technical documents. The Supplier shall advise the Purchaser about the smooth use of the Furniture.

Article 5. Delivery and Acceptance

5.1 The Goods shall be delivered in accordance with INCOTERMS 2020© DDP, to the Delivery Location, at Supplier's costs. Supplier shall provide a delivery note (« DL ») and any other associated technical documentation as applicable.

5.2 Ownership of the Furniture passes to Purchaser upon delivery of the Furniture. The Furniture remains at Supplier's risks until its delivery.

5.3 Acceptance shall mean all the operations and/or the document by which the Purchaser states the delivery of the Furniture, as covered by the Order, and the apparent conformity of the Furniture with all the provisions, specifications and documentation provided for in the Order and in which the Purchaser states it accepts them with or without reservations. When the Order provides for tests on the Furniture after its delivery, and before its acceptance, such acceptance shall be considered as given only when the tests have demonstrated the compliance of the Furniture. Acceptance is made within thirty (30) days starting from delivery of the Furniture.

5.4 In the event of a Furniture being found to fail to comply with the specifications for the Order, the Purchaser reserves the right to refuse the Furniture purely and simply. The Furniture shall then be returned to the Supplier, at its expense; if the Supplier is unable to deliver compliant Furniture in exchange, and at the agreed price, the order shall be cancelled. The Purchaser may accept the Furniture on condition that it is possible, with the Supplier's agreement, to bring it up to standard in situ, all the necessary expense shall be charged to the Supplier. Compliance must be achieved within the timeframe agreed with the supplier, and payments shall be suspended during this entire period. If the Furniture cannot be brought up to the standard required by the specifications of the Order and the Purchaser decides nevertheless to accept it, the Purchaser shall be entitled to claim compensation corresponding to the variance noted.

Article 6. Price and Payment Terms

6.1 Unless otherwise stipulated, prices indicated on the Order are final and non-revisable.

6.2 The price is for a Furniture delivered at the date and place specified in the Order. It is inclusive of all fees and taxes (other than VAT or equivalent) and of all costs of insurance, transporting, packaging, labeling and customs fees.

6.3. One (1) written copy of the invoice shall be sent by mail to the Purchaser at: awm.compta.fournisseurs@groupe-awm.com. Invoices must state the Order reference, attach all supporting documentation provided by the Purchaser in the Special Conditions and the DL and must state all mentions as requested by the French Commercial Code.

6.4 The Purchaser is entitled, in view of the breach by the Supplier of its contractual obligation, to withhold part or all of the payment, until completion of such obligation by Supplier. The Purchaser reserves the option of automatically offsetting claims that it may have over the Supplier (such as, without this list being exhaustive, late penalties, payment in respect of contractual warranties, especially relating to compliance, revision of negative price, etc.) with the sums that the Purchaser may owe to the Supplier at the time the Order is performed, whether or not the legal compensation conditions are met.

6.5 Unless otherwise stipulated and agreed by both Parties, Payments are made within sixty (45) days end of month in which the invoice has been issued, by bank transfer.

Article 7. Warranty

7.1 Unless otherwise stipulated in the Order, the Supplier warrants conformity

of its Services and/or Supplies, against any defect in design, material and/or manufacturing defect or removal/refitting defect, for twenty-four (24) months.

7.2 Under the warranty, the Supplier must intervene for any repair or replacement, according to Purchaser's choice, at its own costs and within the shortest feasible time, in order for the Furniture to comply with the order.

7.3 The Buyer is entitled to intervene for remediation of the default by itself, or to have the default remedied by a third party, at the Supplier's expense and risk, in the event the Supplier does not respond appropriately to the guarantee request submitted by paper registered mail with reception acknowledgement within seven (7) calendar days, or in the event of an justified emergency.

The Supplier shall thus facilitate such remediation as much as possible, notably by providing any tools, plans, studies, and any other usable documents.

7.4 Any intervention on a Supply affected by a defect, even partially, entails a renewal of the warranty period for twenty-four (24) months on the remedied part, from the end date of remediation.

Article 8. Liability – Insurances

8.1 The Supplier shall indemnify and hold harmless the Purchaser against all and any damages and/or claims of any kind whatsoever, incurred by the Purchaser, arising out or in connection with the Order. Supplier shall, without any limitations, indemnify and hold harmless the Purchaser for any claim made by a third party against the Purchaser arising out or in connection with the Order.

8.2 The Supplier shall take out and maintain the necessary valid insurance policies to cover the risks and liabilities to which it is exposed, pursuant to both the applicable law and regulation and its contractual commitments.

8.3 Upon request of the Purchaser thereafter, the Supplier shall produce the civil liability insurance certificates, issued by its insurance company, not more than six (6) months old, giving details of the reference number and the effective date of the insurance policy, the cover provided, the amount and deductible, sub-limits, activities, nature of the work or assignments covered. The Supplier shall also provide the evidence that it is up to date with payment of the premiums.

Article 9. Sub-contracting

9.1 The Order is concluded by the Purchaser in consideration of the Supplier's identity. Accordingly, the Supplier is personally obliged to fulfill its contractual obligations.

9.2 The Supplier shall not transfer or assign its status as a Party to the Order or any rights or obligations under the Order, in any way, without the prior written agreement of the Purchaser. The Purchaser reserves the right otherwise to terminate the Order without any cost to the Supplier.

9.3 The Supplier shall not subcontract all of its contractual obligations. Subject to the Purchaser's prior written consent, the Supplier may subcontract and its subcontractor may subcontract a portion of the Services.

Article 10. Confidentiality

10.1 The term "Confidential Information" shall mean any information, document or other data communicated in any form (in particular verbally, in writing or electronically) directly or indirectly by or on behalf of the Purchaser or the Supplier, both before or after the effective date of the Order.

10.2 The Supplier undertakes that it will keep confidential the Confidential Information that it receives from the Purchaser, for a duration of five (5) years after the Order is terminated.

10.3 Should the Supplier breach his contractual obligation of confidentiality; he shall indemnify the Purchaser from any damages incurred as a result thereof.

Article 11. Intellectual Property

11.1 The term "Background Knowledge" shall mean all knowledge, experience, procedures, documents, know-how, software, data, specifications, plans, processes and, more generally, any information in any form, as well as all property rights attached to such (in particular patents, designs and models, copyright), regardless of their nature or their media, which a Party may hold before the effective date of the Order or for which it has obtained, subsequent to and independent of the Order, the right to own.

11.2 Without prejudice to any third party rights, each Party remains the sole owner of its Background Knowledge used to perform the Order.

11.3 The Purchaser is vested with full ownership rights in the processes the Supplier set up based on the specifications of the Purchaser's Order.

11.4 Upon Purchaser's request, Supplier further agrees to give all documents, software or software package, or any other information from his side, as necessary for the performance of the Order.

Article 12. Audit

The Purchaser may at any time carry out an audit of the Supplier, and ask for the performance in the presence of Purchaser of industrial standardized tests.

Article 13. Suspension et Termination

13.1 in the case of a breach of the Supplier of its contractual obligations, The Purchaser may at any time and without prior notice decide to suspend performance of the Order. Within ten (10) working days from the first day of suspension, the Purchaser confirm the suspension to the Supplier by registered mail with acknowledgment of receipt. effective minimum from its receipt by the Supplier. From the first day of suspension, any additional direct or indirect costs incurred by the suspension are borne by the Supplier, and deductible from the amounts which may be due to the Supplier by the Purchaser.

13.2 in case of repeated breach of the Supplier of its contractual obligations, the Purchaser may in its own discretion terminate the order, after written notice to remedy which remains without effect for ten (10) working days from the first presentation to the Supplier of a registered mail with acknowledgment of receipt.

Article 14. Other clauses

14.1 No delay or omission on the part of either Party in exercising any rights, power or privilege hereunder shall operate as a waiver thereof. Should any provision of these GTCP to be found unenforceable, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the unvalid provision.

14.2 The GTCP shall also apply to Amendments to the Order.

Article 15. Applicable Law – Resolution of Disputes

15.1 The Order shall be governed by French law, excluding its conflicts of law provisions. The Vienna Convention of April 11, 1980 related to Contracts for the International Sale of Goods is excluded.

15.2 In the event of any dispute or claim arising out of or relating to any provision of the Order, the Parties shall attempt to settle those conflicts amicably. If no amicable settlement is reached within ten (10) calendar days, the Parties agree to submit then the dispute to the Courts in Cherbourg, sole jurisdiction competent to hear any disputes arising out of or connected with the Order.