

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

Preliminary notice : This document is a translation from the Conditions Générales d'Achats ExperBuy ACHATS SERVICE Group for information only. Valid document remains the French Version. It applies for all subsidiaries of ExperBuy Achats Service Group worldwide called in this documents EXPERBUY

1- Acceptance

Any accepted order, or already in execution, has to undergo the following general terms and conditions which take precedence over any non-accepted clauses (and more especially the supplier general terms and conditions of purchase), unless special accepted written dispensation.

2- Definition of supply

The supply and potential service linked to it will be detailed in the order especially in the technical documents of the order. Should any detail omission by the supplier alter the supply, the supplier would take them into consideration. and conduct the required modifications, after having informed EXPERBUY. Except for the case of detail modifications described above, the supplier is not allowed to make any substantial modifications to the supply without our preliminary agreement. In general, the supply has to be delivered and conducted with care in agreement with the order, the rules of art and professional uses.

3-Price

Unless any contrary stipulation accepted in writing, the prices are fixed and firm and are DDP.

4- Acceptance of delivery.

The supplier will accept with acknowledgement of receipt within maximum 8 days by notifying in written its acceptance. If the acceptance of delivery of the order and the supplier acceptance are not sent to us within the period of time named above, the order will be considered as accepted.

5- Intellectual and industrial property

The supplier ensures us against any claim or action from any holder or licensed of any intellectual and industrial property rights during the completion of the order. The supplier must imperatively reimburse any damages on our behalf, as well as all expenses of all kinds at our charge on that occasion. Besides, EXPERBUY reserves the right to claim the supplier different damages due to the prejudices undergone.

6- Right of access

Our personnel as well as, when necessary, the members of classification organisms and/or representatives of our final client have, in any circumstances, free access to the supplier and its subcontractors' workshops, as well as, to the site where the supply is executed.

7- Deadlines

Delay for executing the supply, mentioned in the order and accepted by the supplier, are firm and imperative. Unless in the case of a valid exemption (force majeure) the supplier has to strictly respect these deadlines. When not respected, the supplier undergoes the application of the conditions in the article 18 hereafter.

8- Payment

Our payments are made by forty-five-day bill of exchange after the end of the month of the delivery date through bank transfer unless express and preliminary reported.

9- Shipping – Handling

The delivery and/or the shipping of the supply will be made on the date and in the place fixed in the order and according to the modalities fixed by incoterms. In the absence of incoterm modalities expressly mentioned on the order, the transfer of property and risks relative to the goods intervene on the date of reception of the whole order. Generally speaking, when the operations of packaging will be insured by the supplier, this packaging will have to correspond to the standards and the manners in operation and insure an adequate protection of the supply. Our company reserves the right to return the deliveries anticipating of more than ten days the foreseen date or to accept the invoice from delivery date planned, as well as to refuse the superfluous quantities which would not have been the object of a preliminary agreement. The supplier promises to prevent at once our company of any event susceptible to entail a delay in delivery with regard to the deadline established in the order. The supplier makes a commitment to implement, at his expenses, any means allowing to fill this delay. An express shipping can be demanded at the expense of the supplier. The supplier cannot take advantage of the payment or the no-payment of an invoice to make opposition to the claims of qualities or quantities specified on our order.

10- Cancellation of the order

The supplier acquaints with the particular situation of EXPERBUY company placing order at the supplier, to answer itself the requests of supplies of its own customers. Consequently, the supplier accepts and gives EXPERBUY the right to cancel the order and the delivery of products involved in this order, the purchase contract being resolute, without compensation on both sides, this exclusively in case EXPERBUY would see itself forced to accept from its own customer the cancellation of the order initially sent to EXPERBUY, this cancellation of the initial order by the customer to EXPERBUY, being considered then contractually in connections between EXPERBUY and the supplier, as a case of absolute necessity.

11- Notes – Manuals

When, within the framework of the order, it is mandatory for the supplier to establish notes, manuals, those must be delivered at the same time as the delivery of the supply.

12- Quality Control Approval Certificates

The supplier will have to justify his possible authorisations, the approval of the sold components, the certificate of approval. The supplier makes a commitment to give all the specifications of component. The supplier makes a commitment to respect the standards such as ROHS, REACH AFNOR, CCT, UTE, BNAé, AIR, etc. The supplier makes a commitment to send on simple request of EXPERBUY any document concerning the goods in quality term of approval and authentications such as for example, that list being non-restrictive, certificate of origin, certificate of conformity, material certificate, quality control, correspondence to the standards, customs clearance documentation. Besides, any delivered product by EXPERBUY which is not in accordance with the order will be systematically returned, without requiring some prior authorization of the supplier; this return will be made at the expense of the supplier and the corresponding amount will be deducted from the invoice. No complaint and no compensation can be demanded by the supplier, of the simple fact of this return.

13- Warranty

From the date of delivery and for a period of 36 months, the supplier must expressly guarantee, parts and labour, the whole or part of the supply which would be concerned by some defect in its conception or in its realization or in its assembly. This obligation of guarantee of the supplier is total and cannot be decreased whatever the reason. The supplier will thus have to replace the whole or part of the supply which would turn out defective and this as soon as possible. The possible expenses of transportation and the possible expenses of guarantee of travelling in relation with warranty matter are chargeable to the supplier. The supplier also grants a warrantee of 36 months on the exchanges and repair works. The supplier commit to undertake all curative and/or preventive actions following a defect which is under its responsibility. Claims regarding the order are considered valid up to thirty days after the reception.

14- Hidden defaults

The articles 1641 and on of the French Civil Code are applicable at any time during the normal life of the supply.

15- Confidentiality/Property

The documents, models or tools that are given by EXPERBUY to the supplier remain our property and must be returned upon simple request or at the latest when completing the order.

16- Technical clauses

The articles of supply shall be accompanied by a certificate of conformity (NFL00015). The articles of measurement shall be accompanied by their standardisation paper. The articles subjected to lapsing shall be delivered with a minimum of 80% of potential life duration.

17- Cancellation

In case the supplier does not respect any of the order conditions or the present General Terms and Conditions of Purchase, we reserve the right, after written announcement remained ineffective at the expiration of a 3-day deadline from the date of announcement, to cancel the order. In that case, we shall stop at once any payment to the supplier, concerning the cancelled order. Besides, we reserve the right to file any action which we shall consider necessary for the protection of our rights and the compensation of the damage so undergone. The cancellation of the order will be automatic and by rights in the following cases: renunciation or inequitable stop of the execution of the supply, the overtaking of the maximum penalties of delay.

18- Penalties

When the deadlines of execution and/or delivery are not respected or are exceeded because of the supplier this one incurs the application of penalties calculated as follows: after a deductible of 48 hours of delay and then of additional 24 hours, a penalty of an amount equals to 1% of the before tax price of the supply. These penalties are accumulative but are expressly limited to 10 % of the before tax price of the supply. Beyond this 10 % limit, provisions of the article 17 above apply by rights. On no account, penalties would be considered as damages.

19- Responsibility – Insurance.

The supplier is responsible for any damages caused to the delivered supply. The responsibility of the supplier is expressly extended to the damages possibly caused to the third party because of the execution of the order. On no account we can be considered as responsible of any direct or indirect damage of the order or of its execution. The supplier makes a commitment to guarantee us entirely against any complaint or action in damages in connection with the order or its execution. The supplier is in charge of taking out any necessary insurance policy for covering the order and in particular for the risks of the supply. In case of total or partial loss of the supply, when this one is at the supplier risks, we bid the possibility; either to cancel the order and to get the already paid sums reimbursed, or to allow the supplier to finish the order at its expenses and risk.

20- Settlement of disputes – Governing law

All disputes arising out of the contract shall be submitted to the tribunal of the site of our head office, to which parties give litigation in accordance with French law.

21- Other

Supplier must ensure that it does not discriminate against its employees, partners, customers, stakeholders, members and/or any other party it is in contact with.