

## General terms and conditions of purchase (GCP)

### 1. Fields of application

The present general terms and conditions of purchase are applicable to all orders from our company. These GCP are applicable as of the date of acceptance of the order as only applicable contractual conditions, the supplier waives its own general conditions of sale. These GCP can only be modified by prior written agreement between our company and the supplier.

### 2. Contract documents

All orders of society are governed by our terms of purchase and may in addition be supplemented by conditions to the supplier, mentioned in the order or stipulated in a purchase contract. The specific conditions are given priority on the general conditions of purchase and other contract documents. The specific conditions, general conditions of purchase, and other contract documents constitute the entire agreement between us and the supplier.

### 3. Order

#### 3.1 Order form

All orders of our company are made by a written order.

#### 3.2 Order acceptance

The supplier's acceptance of the order shall be made by sending to our company the acknowledgment of receipt, within 48 hours from the reception date of the order form.

Any order may be cancelled by our company at any time prior to receipt by our company of the acknowledgment of receipt, by written notice sent to the supplier, without causing any damage.

#### 3.3 Changing the Purchase Order

Any changes, even minor, of the order is subject to prior written approval of our company and an amendment to the order.

### 4. Industrial and intellectual property rights

The supplier guarantees that the products supplied do not infringe any patent, license fee, trademark and patent rights, industrial design, copyright or any other third party intellectual or industrial property. The supplier claims to be the older of any rights of utilization, manufacture and sale of products and our company shall have the right to use and resell the products.

The supplier agrees to defend our company against any claim or action for infringement of intellectual or industrial property rights owned by any third party, to pay all costs incurred by AXE for its defense against any claim or action, including a reasonable amount covering attorney fees, and compensating our company for damages, losses or damages suffered by us directly or indirectly from such claim or action.

### 5. Price, invoicing and payment terms

#### 5.1 Price

Unless specified in the special conditions, product prices are fixed on the order form. Prices for Supplies are deemed to be "Delivered Duty Paid" - DDP (INCOTERMS 2000) - to the agreed place of delivery.

Price is always stipulated firm and irrevocable, and cannot be subject to indexing or adjusting for currency fluctuations. Unless otherwise agreed, the price includes packaging costs and any other cost, risk or expense linked to the order. No additional costs from any cause will be allowed unless prior written consent of our company specifically indicated on the order form.

Any price increase will be applied without the prior written consent of our company.

#### 5.2 Invoicing

Each invoice shall be issued no earlier than the delivery date of the Products or the date of receipt of the Services and shall correspond to an Order. The invoice should give all the details on the command for identifying and controlling products. The one-copy invoice will be imperatively sent to the billing address appearing on the front of the order. Invoices that do not comply with the mentioned stipulations will be considered to be invalid by our company and will be returned to the supplier.

#### 5.3 Payment terms

Unless otherwise stipulated in the special conditions, the products are payable by bank transfer, within 30 days of the 15th of the following month.

## **6. Packaging and Shipping Documents**

### **6.1 Packaging**

Unless specific packaging required by our company in the order, the supplier must deliver the goods in appropriate packaging, given the nature of the products and the precautions to take to protect products against the weather, corrosion, loading accidents, constraints of transportation and storage, vibration or shock, etc.

Our company may require the mention of the following on the package:

- The mandatory information following the regulations on transport.
- The designation of supplies
- Quantity
- Gross weight
- Date of manufacture
- The address of the place of delivery
- More ...

### **6.2 Shipping document**

Upon delivery of the goods, the supplier will send to our company at the time of shipment, a delivery note stating of the date and the complete reference of the order, a detailed description of the products, the total number of parcels involved, identifying gross weight of each package, the conveyance and the shipping date, these guidelines permitting the identification and the quantitative control of products. Further documentation: the supplier will send all further contractual documents identified on the Order (statement of compliance, audit report, etc.)

## **7. Shipping**

The deadlines and delivery dates are indicated in the order. The acceptance by the supplier of the order implies irrevocable commitment to meet deadlines and delivery dates defined or charged by the supplier in accordance with our company.

Deadlines and delivery dates shown are an essential part of the order and cannot be changed without prior written consent of our company.

The supplier must inform our company of any event likely to delay the execution of the order and shall make every reasonable effort to minimize delivery delays and their consequences.

## **8. Quality**

During the execution of the order, after the supplier agreement, our company will go to the supplier's premises and thus monitor manufacturing processes, control and / or test the products ordered using the test means and supplier control. All product inspection before delivery will be subject to prior notification to the supplier.

Our company has the right to reject nonconforming to order products, preliminary specifications or directions. The refusal will be made by sending a non-conformity sheet (FNC or ACE).

Our company will do what is possible to signal the apparent defects to the supplier as soon as the control operations allow their detection. In return, the supplier waives oppose the lateness of the complaint.

No payment will be due by AXE to the supplier for refusal of product(s) and, therefore, our company will compensate the amount on all invoices issued by the supplier or the supplier shall reimburse such amount to our Company on first demand. A supporting document in the form of a debit note will be provided identifying the distribution and amounts of future costs.

For sheets of non-compliance that do not generate direct debit memo, an assessment will be made monthly to accumulate the sum of the administrative costs associated with the opening of the FNC or ACE. The fixed unit cost of treatment will be 30 €. In addition to a monthly sum of 150€, the decision will be made in accordance with our sales department to transmit a note of overall throughput. The goal of this approach is to sensitize supplier to the fact that the number of small incidents disrupt our operations. In this case also a contact will be made in advance with the supplier to obtain a principle agreement after negotiations between the parties.

The Seller shall take the delivered and rejected Products back at its own expense within the shortest possible time from the date of receipt of the notification of refusal (FNC or ACE). Without contact from the supplier within 3 days after the dispatch of non-compliance record, our company will return the supplies to the supplier at his own expense.

## **9. Warranty**

The supplier, as a professional in his specialty, is under an obligation of results and assumes his full responsibility for the product, its design, its manufacturing process, the technical choices to be implemented for its implementation and its fitness for purpose which it is intended, which the supplier claims to have perfect knowledge, and regardless of the assistance of our company's ongoing product development. The supplier guarantees the product from the date of delivery against defects in compliance with the order and / or documents, from design, material or workmanship, as more generally against all vice, apparent or hidden.

Guarantee for all bodily, material and immaterial, additional costs arising out of breach of supplier's obligation to deliver supply free from defect (exceptional transport costs, labor costs, alternative products, etc.)

#### **10. Transfer of ownership and transfer of risks**

Unless otherwise stipulated in the special terms and conditions, the transfer of title to the Supplies takes place upon acceptance of the Order by the Supplier.

The product risks are retained by the supplier until the products to be delivered to our company, or the services to be received. No title retention clause stipulated by the supplier may be resorted or opposed to our society unless it was expressly agreed by written agreement.

#### **11. Privacy policy**

Any diagram, map, data, equipment, or other materials and / or information provided by our company or supplied by the supplier but paid by us AXE as part of the price of the products will be considered as confidential information belonging solely to our society. The supplier agrees to consider as strictly confidential any materials and / or information belonging to our company disclosed for the purposes hereof and to prevent any communication or disclosure of the material or information to any third party without our prior written consent society. Any written, oral or any publication concerning the order or its contents may not be made without the prior written consent of our company. By the end of execution of the order, the supplier undertakes to immediately return to our company, at its request, all confidential documents or not, related, including computer file.

#### **12. Insurance**

The supplier shall be exclusively responsible towards our company and third parties, damage to property or other damage, loss or injury resulting from the implementation by the supplier, its employees, agents or subcontractors, bonds provider under the order. The provider will subscribe any insurance policy suitable to cover the consequences of responsibility that could be taken towards our society and hereby agrees to defend and indemnify our company against any damage and other consequences of liability provider.

#### **13. Subcontracting**

The supplier may not assign and / or transfer, even free of charge, in whole or in part, the order, unless prior agreement and express from our society. The command cannot be subcontracted, in whole or in part, directly or indirectly, by the supplier without the prior express from our society.

If the supplier is authorized to subcontract all or part of the order by a third party, he remained solely and fully responsible to our society of the execution of the order and terms of purchase. He will defend and indemnify our company from all claims from subcontractors.

#### **14. Termination**

##### **14.1 Termination for convenience**

Unless otherwise stipulated in the special terms and conditions , it is expressly agreed that our company may terminate in whole or in part, without the need to accomplish legal formalities and without entitlement to any compensation or damages of any of that kind without prior notice or specific formality (ies), informing the supplier of his decision by registered letter with acknowledgment of receipt to any open order, either in duration or determinable position, at any time , for personal reasons, a notice period of three (3) months , pursuant to Article 1134 of the Civil Code and knowledge of the provisions of Article L.442.6.I.5 ° Trade Code.

The closed order agreed fixed term and is not subject to renewal.

##### **14.2 Termination with cause**

Unless otherwise stipulated in the special terms and conditions it is expressly agreed that our company may, without prejudice to damages which it may claim, terminate, in whole or in part by registered letter with acknowledgment of receipt, any order in case of partial failure or total by the supplier of any of its obligations under that order, after notice served by registered letter with acknowledgment of receipt was unsuccessful at the expiration of 15 days after its reception. The termination is effective immediately.

#### **15. Courts and applicable law**

Supplier and our company will endeavor to resolve amicably any dispute concerning the interpretation or execution of the order.

Unless otherwise stipulated in the special terms and conditions, the applicable law is the law of the place of registration of our company. The court of the place of our company will have sole jurisdiction, even in cases of appeal or plurality of defendant(s), for emergency procedures, in summary proceedings or by request.