

1. OBJECT

These Terms and Conditions define the provisions applicable to our relations with suppliers in respect of purchase orders.

2. GENERAL PROVISIONS

Unless specifically stipulated in writing by us, these Terms and Conditions are applicable regardless of the general or specific terms and conditions for sales of the supplier or its sub-contractors; this is a determining condition of the order.

Generally, the contractual or statutory liability of the supplier or its sub-contractors cannot be altered or shared. More specifically, the supervision carried out by us or our agents, our checks on material and acceptance of the same, our affixing of seals or signs, initialling or acceptance of technical documents cannot have any legal effect on the obligations incumbent on our suppliers, who shall remain fully responsible for the compliance of their supply with the specific terms and conditions for the order, and for its faultless performance. If no Acknowledgement of Receipt of the Order is received within 48 hours, the object of our order is deemed to have been accepted by our supplier.

Any reservations must be formulated explicitly in writing on the Acknowledgement of Receipt of the Order. Reservations may not alter the clauses and conditions of the contract until we have agreed in writing.

We do not accept any clause reserving ownership in favour of our supplier.

3. REGULARITY OF FISCAL AND SOCIAL SITUATION

In application of the provisions of Article R822-1 of the [French] Labour Code, we are required, when concluding a contract with a company that provides a service, to ask for a certain number of documents in order to assure ourselves that our co-contracting party fulfils its social obligations.

In this regard, please send the following documents (by e-mail to info@groupe-tma.com) at the time of the first order and subsequently every six months:

- 1- an URSSAF [social security] attestation dated no earlier than six months previously that social declarations have been submitted and social charges and contributions have been paid;
- 2- a list of the names of all employees from countries outside the European Union for whom the company is required to obtain a work permit, otherwise an attestation that the company does not have any employees from outside the European Union.

4. DEADLINE FOR PERFORMANCE OR DELIVERY

Deadlines are determining elements of the order. They always apply to the handing over of documents and supplies at the place of delivery specified on the order; the supplier is required to take transport and acceptance times into account. No reason for failing to meet a deadline will be accepted other than cases of force majeure, which must be notified in writing within 24 hours of having knowledge of the occurrence of such an incident.

The supplier is responsible for requesting in good time all the information and documents it will require in order to perform the order. It will not be possible to accept any justification for failing to meet a deadline on the grounds of lack of information. In the event of delivery or performance later than the stated contractual deadlines, we reserve the right, at our choosing, to:

- apply, without official notice to perform being required, the following penalties in respect of the value of the material that is due:
 - 0.5% 1st week
 - 1.0% 2nd, 3rd and 4th week
 - 1.5% 5th week (the penalties are capped at 5%), or
- cancel the order in respect of the quantities not supplied, merely by means of notification, without prejudice to any claim for damages against the supplier.

5. PERFORMANCE OF SUPPLY - DELIVERY

5.1. The material must comply with our various lists of specifications. The supplier should check the information given on the documents it receives and correct, with our agreement, any anomaly it may note; otherwise it would have to bear the consequences alone. Similarly, if we omit to send certain documents or the supplier feels it has not received full information, it is for the supplier to request further information.

5.2. In the event of our imposing alterations in the course of production, it is for the supplier to inform us immediately in writing of the consequences they would have in terms of both deadline and price. Once agreement has been reached, the alterations would be documented in writing.

5.3. If the supplier is likely to subcontract all or part of the supply, it must, on pain of engaging its personal liability, impose the same obligations as those defined in these terms and conditions on its subcontractor(s). Whatever the case, the supplier is the only party responsible to us for the entire supply.

5.4. We reserve the right to postpone the dates for despatching material once it has been completed at the factory. If we do this, the supplies shall be kept by the supplier in its factories or stores, without any compensation from us if the storage period does not exceed one month starting on the contractual delivery date. Beyond this amount of time, the supplier must take responsibility for storage in return for daily compensation, the amount of which shall be determined by mutual agreement.

5.5. The formalities in respect of the despatch and transport of the material (loading, packaging, chocks, etc) are totally incumbent on the supplier, which is responsible for transportation even if it receives reimbursement of the cost.

Delivery notes and invoices must indicate our order number and our internal article code as well as the quantity in purchase units as indicated on our order. Similarly, the packages comprising a delivery must be identified in accordance with the instructions set out in our various lists of specifications.

5.6. Supplies must only be delivered to the address indicated on the order.

6. CONFORMITY OF PRODUCTS WITH REGULATIONS AND NORMS

The Supplier shall guarantee to the Buyer that the Products conform to the applicable regulations and norms, particularly with regard to health, hygiene, safety, traceability of the Products and protection of the environment. At the time of delivery, or as soon as the Buyer so requests, the Supplier shall provide the Buyer with the certificates required by the regulations concerning the Products, including the most recently updated versions of Directives on REACH, RoHS and nanoparticles.

7. ACCEPTANCE - CHECKS - DEALING WITH NON-COMPLIANCE

Supplies or work carried out will be subject to acceptance, in accordance with the specific terms and conditions.

In the event of goods or work being found to fail to comply with the specifications for the order, we reserve the right to:

7.1. refuse them purely and simply.

- The goods shall then be returned to the supplier, at its expense. If the supplier is unable to deliver compliant goods in exchange, and at the agreed price, the order shall be cancelled.

- For work carried out, demolition may be demanded, all at the supplier's expense.

7.2. accept the work on condition that it is possible, with the supplier's agreement, for our employees to bring it up to standard in situ. All the necessary expense shall be charged to the supplier.

If the goods or work cannot be brought up to the standard required by the specifications of the order and we decide nevertheless to accept them, we shall be entitled to claim compensation corresponding to the variance noted.

Compliance must be achieved within the timeframe agreed with the supplier, otherwise the order shall be cancelled. Payments shall be suspended during this entire period.

The quantities ordered must be complied with; if not, corrective action shall be agreed on jointly.

The flat-rate sum of 100 euros (not including VAT) shall be invoiced to cover administrative costs.

8. DOCUMENTS TO BE SUPPLIED - PAYMENTS

8.1. Payments shall only be made on presentation of an invoice by the supplier. This invoice must clearly indicate the following details:

- the references of the order and our internal article code
- in the case of intra-Community trade, the IHS number in the Customs nomenclature, the weight, and the country of origin of the material
- the delivery references (number of Delivery Note and date of delivery)

Invoicing should be grouped on a monthly basis. The agreed discount rate should be indicated on the invoice.

8.2. Invoices shall be settled by bank transfer exclusively.

8.3. The supplier acknowledges that we are entitled, at our choosing, to either:

- deduct from the amount on the invoice any amount corresponding to missing or defective parts, or
- delay total payment of the invoice until replacement parts have been received.

9. GUARANTEES

The supplier is required, regardless of the contractual guarantee stipulated below, to provide the guarantees required by common law.

The order must be performed in accordance with the state of the art and the conditions set out in our various lists of specifications.

The order shall be guaranteed against all design faults, construction faults and defective material, whether visible or not, and operating faults. Until expiry of the guarantee period, fixed at one year unless indicated otherwise in the order, the supplier remains bound to effect, at its expense, the replacement of any defective parts or any adjustments that may be necessary to ensure that the supply meets the conditions of the order. All work incumbent on the supplier under this guarantee must be carried out as quickly as possible, taking our operational requirements into account.

Should it be necessary, during the period of validity of the contractual guarantee, to replace a defective element, the guarantee period for the substitute element would commence on commissioning.

10. CANCELLATION

Our orders shall be cancelled automatically in full or in part without any legal formality being required in the event of the supplier failing to perform all or part of its undertakings, such as for example:

- delivery of a supply that does not comply with the contractual specifications,
- fraud regarding the nature or quality of the supplies.

Cancellation shall be notified by registered letter with acknowledgement of receipt eight days after formal notice to comply sent to the supplier, also by registered letter with acknowledgement of receipt, has failed to achieve any effect.

We also reserve the right to cancel any part of any order that has not been performed and has become irrelevant, with no compensation.

11. CONFIDENTIALITY - INDUSTRIAL PROPERTY

The supplier undertakes to maintain confidentiality with regard to the technical and commercial elements to which performance of our order gives access. Our documents may not be reproduced, communicated or used except for the purposes of our order.

12. DISPUTES

Any dispute that it has not been possible to resolve in a friendly fashion shall be the exclusive competency of the courts in Saverne [France], to which jurisdiction is attributed, even if there is more than one defendant party or the guarantee is involved.