

Article 1 - Definition and interpretation

1.1 The following terms have the following meaning:

Contract: a written agreement and / or order for the purchase of supplies and / or services by the customer from the supplier. This also includes all documents sent by the customer to the supplier and accepted by the latter.

The customer: Any legal entity of the DREKAN group which orders supplies and / or services from the supplier.

Order: the customer's order issued to the supplier for the purchase of supplies and / or services including any order issued electronically

CGA or CGA DREKAN: these general conditions of purchase of supplies and / or services of the DREKAN group.

Customer data: data or information, including personal data, acquired by the supplier in connection with the preparation of the contract or its execution regardless of whether this data or information relates to customers, all its subsidiaries or their respective customers or suppliers Intellectual property rights: all data or information including patents, copyright, database rights, trademark rights, non-commercial rights to designs, know-how.

Supplier: the party that provides the services and / or supplies to the customer or all of the customer's subsidiaries at the designated place of delivery or take-over.

Supplies: the goods to be delivered by the supplier in accordance with the contract and / or all material documents or other deliverables or services resulting from the services provided by the supplier under the contract in any form and whatever the support including but not limited to data, diagrams, plans, reports, specifications, expertise.

1.2 The titles of the articles are indicated for convenience only and not in any way on the interpretation of these General Purchase Agreement GPA

Article 2 - Application

2.1 The DREKAN GTC are the general conditions negotiated between the customer and the supplier, they govern the contract with the parties.

2.2 Unless negotiation has expressly taken place between the customer and the supplier, the terms or conditions provided or appearing in the supplier's quotes, acknowledgment of receipt, acceptance, specifications or similar documents from the supplier shall not form part of the contract.

2.3 The supplier accepts the contract, whether expressly in writing or implicitly by his performance of the contract in whole or in part.

2.4 Any modification of the contract must be the subject of a written agreement.

Article 3 - Supplier's liability

3.1 The supplier delivers the supplies and provides the services in accordance with the law and regulations in force, in accordance with the contract and all the instructions of the customer, free from any defect and any third party rights and suitable for any particular use specified in the contract or failing that, adapted to the uses for which its supplies and or services are usually used.

3.2 Supplier shall ensure that supplies are packaged in accordance with industry standards and all applicable laws and regulations, in an appropriate manner to preserve and protect the supplies and allow their safe unloading and inspection on site. delivery concerned or at the place of their collection.

3.3 When the customer or any other affiliate of the customer identifies quality problems within the competence of the supplier, the customer or any other affiliate of the customer will notify the suppliers. Notwithstanding the other remedies available to the customer under the contract, the customer may request the suppliers to perform at the expense and risk of the latter an analysis of the causes of the quality problems. This analysis should be performed and communicated to the customer within 10 calendar days of notification of quality issues. The customer reserves the right to carry out an audit of the supplier based on the results of the root cause analysis or when the supplier does not comply with this article. The supplier must also proactively inform the customer if he is aware of any quality-related problem that is likely to affect the supplies and / or services marketed or any other conditions of the contract, such as for example, but not limited to the delivery time, the performance of the products and / or services offered.

3.4 The customer may send corrective orders to suppliers and suppliers, and the supplier will execute these corrective orders. If any corrective order results in an increase or decrease in cost or a change in the time necessary for the performance of the services and / or supplies, a fair adjustment of the purchase price and the delivery time may be made in writing. The supplier will be deemed to have waived any adjustment under this article after a period of 30 calendar days from receipt of the modification of the customer's order. Corrective orders requested by the supplier take effect only after written confirmation from the customer.

3.5 The supplier must not suspend or delay the delivery of supplies or the performance of the services ordered without having obtained the prior consent of the customer. This agreement must be confirmed in writing.

3.6 The supplier is fully and exclusively responsible for any occurring work accident or occupational disease of which its employees its subcontractors have been victims in the context of the realization of the supplies or the realization of the services which have been ordered by the customer.

3.7 The supplier is solely and solely responsible for any claim and any lawsuit brought by its employees and subcontractors and must without any limitation defend and guarantee the customer as well as all the subsidiaries that may be affected and indemnify the latter in the event of any claim lawsuit lawsuit fine loss of costs damages arising out of or relating to its claims and lawsuits for failure to comply with laws, regulations, codes of practice, guidelines and other requirements of any applicable government or government agency suppliers, employees or subcontractors. The supplier undertakes to appear in court at its expense at the customer's request by assuming its status as the sole employer, it undertakes to provide the customers or one or other of its subsidiaries concerned with any the documentation and information necessary to ensure the necessary legal defense of the client or its subsidiaries in court. The above sentence does not apply if the liability or damage was caused by gross negligence or intentional act on the part of the customer.

Article 4 - Invoicing and Payment

4.1 In consideration for the supplies delivered and or services provided by the supplier in accordance with the contract, the customer must pay the suppliers the purchase price indicated in the contract, provided that the invoice meets the requirements defined in the contract. Each invoice must include the customer's order number. In the absence of this reference, the invoice will be automatically rejected. Payment must be made in the country in which the supplier is registered in a bank account in the name of the supplier. The price includes all taxes and fees (such as VAT, customs clearance fees ...) and all costs of manufacturing, processing, storage, packaging or deposit. The amount of the invoice may not be greater than the amount indicated in the order unless agreed in writing by the customer.

4.2 The supplier must issue invoices in a secure format in accordance with the laws in force and the generally accepted accounting principle as well as the specific requirements of the customer or its subsidiaries. His invoices include at least the following information: name of the supplier, his address, his reference contact including his contact details, the date of the invoice, the invoice number, the order number, the supplier's references, the address customer, quantity, main technical specifications of supplies or services, unit and total prices, currency, amounts of applicable taxes or VAT, VAT numbers, approved exporter number if applicable, customs identification numbers of products where applicable, payment terms. In the event of late payment or postponement of payment, it will be applied in accordance with the law is as a penalty an increase in the amount of debts equal to three times the legal interest rate, even in the event of late payment or partial payment a lump sum compensation of 40 € and automatically from the first day of delay. The supplier will indicate the order number on all invoices.

4.3 Invoices must be sent to the invoicing address indicated in the contract, or as agreed with the customer.

4.4 Services billed on the basis of hourly rates necessarily require written confirmation in the form of timesheets from the supplier. These timesheets must be sent beforehand by the supplier to the customer. The customer is not required to pay invoices based on timesheets that have not been previously sent by the supplier to the customer.

4.5 The customer or one of its subsidiaries reserves the right to refuse or delay payment of an invoice from a supplier for the provision of supplies or services not provided in accordance with the contract.

Article 5 - Delivery of supplies or performance of services.

5.1 Unless otherwise specified in the contract, the supplies must be delivered in accordance with Incoterms 2020, DDP to the requested delivery address. The services must be performed at the defined location.

5.2 The supplier must provide at the latest at the time of delivery, at least a delivery note indicating the number of packages, the content, the weight, the numbers and customs code of the products, the country of origin. Any change in the country of origin from the supplier's offer and / or the customer's order may be subject to rejection of the goods and a complaint that may lead to the cancellation of the order. All products must bear CE marking unless specifically mentioned and validated in writing by the customer. A certificate of conformity with the order as well as a certificate of origin of the product may be requested on simple request from the customer. The supplier must provide these documents within 48 hours of the customer's request.

5.3 The supplies must be delivered and the services provided during the customer's opening hours or those of the delivery address concerned, unless the customer instructs otherwise. All costs associated with delivering supplies or performing services at times that do not allow their receipt will be fully covered by the supplier.

5.4 In the event of partial delivery of the supplies, the supplier or his designated carrier must provide the customer with an exact delivery slip clearly showing the balance of the order still to be delivered. In the absence of this document, the customer reserves the right not to pay for the goods delivered.

5.6 The right of ownership of the supplies and transfer to the customer upon delivery. The transfer of ownership of the supplies to the customer will not release the customer from its obligation to pay for its supplies in accordance with the terms of the contract.

Article 6 - Reception

6.1 The delivery of the supplies and / or the performance of the services by the supplier should not be considered as the receipt of his supplies or his services by the customer or his representative at the place of delivery. The customer designated at the place of delivery has a reasonable time to inspect or test supplies and services and to report any defects to suppliers. If a defect in supplies or services is not reasonably detectable during this inspection, the customer has a reasonable period of time to notify this defect once it has appeared and / or to refuse the supplies and / or services.

6.2 The parties may agree on a specific acceptance procedure before delivery. This procedure must imperatively be validated in writing by both parties in order to be able to be considered upon receipt of the supplies or services.

Article 7 - Delay

The supplier will deliver the supplies according to the date or alternatively according to the deadline specified in the contract. In the event of non-compliance with the date or time agreed for the delivery of the supplies or the performance of the services, the customer may:

7.1 Terminate all or part of the contract

7.2 Refuse any other delivery of supplies or performance of services

7.3 Claim from suppliers the reimbursement of costs borne by the customer or one of its subsidiaries concerned in connection with obtaining supplies and substitute services from another supplier

7.4 Claim damages for costs, losses, fees and penalties for delay incurred by the customer and attributable to the delay of the supplier. The amount of late penalties will be 1% per week of delay and limited to 10%.

7.5 The customer can choose one or more of these remedies. Cost recovery under any of these clauses (7.1 to 7.4) does not prevent the customer from recovering other costs or damages under the remainder of section 7.

Article 8 - Guarantee and recourse

8.1 The supplier guarantees that the supplies and / or services comply with the contracts including, but not limited to, the responsibilities of the supplier defined in article 3.1

8.2 Unless otherwise indicated in the supplier's commercial offer to the customer and included in the customer's order to the supplier, the latter guarantees that the supplies are new and unused on the date of delivery and that they remain free from any defect at the time of delivery. during the warranty period.

8.3 Unless otherwise specified in the contract, the warranty period is 24 months from the date of delivery.

8.4 In the event of a breach of a warranty obligation which is not remedied within 72 hours from the customer's notification or in the event of any other breach of contract, the customer is entitled to use a or any of the following remedies at its discretion and at the expense of the supplier

8.4.1 Give suppliers an opportunity to perform additional work necessary to ensure that the contract is performed.

8.4.2 Request suppliers to promptly repair or replace defective supplies and / or services.

8.4.3 To carry out or instruct a third party to carry out any additional work necessary to bring supplies and services into conformity with the contracts.

8.4.4 To refuse all other supplies and or services.

8.4.5 To ask the supplier to indemnify and guarantee the customer against any damage that may have been caused by the supplier's failures.

8.4.6 To terminate the contract without any compensation to the supplier. The supplier must then reimburse the customer for all of the sums collected and take back any supplies at his expense and risk.

8.4.7 The customer may obtain equivalent replacement supplies and / or services from other suppliers, in which case the additional costs generated by this operation will be fully borne by the supplier.

8.5 The rights and remedies of the customer under the contract are cumulative and not exclusive of the rights and remedies provided by law or in equity.

Article 9 - Intellectual property rights

9.1 Subject to Clause

9.2 the Supplier grants the Customer or undertakes to cause the Customer to be granted an irrevocable, transferable, non-exclusive, non-exclusive, royalty-free worldwide license to use the property rights intellectual property relating to supplies and in particular to integrated software, if applicable.

9.3 The supplier transfers to the customer the full property rights relating to the intellectual property rights of the supplies resulting from the services. In addition, the supplier agrees, at the customer's request and at its expense, to take all other measures necessary to complete the customer's property rights relating to intellectual property rights.

Article 10 - Compliance, integrity.

10.1 The supplier will provide the supplies and services in accordance with all applicable laws, regulations and the usual practices of the profession.

10.2 The supplier and its subcontractors must comply with the lists of substances subject to prohibition and / or restrictions by DREKAN or its customers and declare to the customer the dangerous substances contained in the supplies or used in the provision of services. in connection with the place of installation or the use of the supplies.

10.3 Supplier represents and warrants that it is and will remain in full compliance with all trade and customs laws, regulations, instructions and policies, including, but not limited to, meeting all requirements. necessary for customs clearances, proofs of origin, export and import licenses and exceptions, and submitting all appropriate documents to the relevant government agencies and / or making all disclosures relating to the provision of services, the provision or transfers of supplies, hardware, software and technology.

10.4 No material or equipment included or used for the supplies and / or services shall originate from a company or country on an embargo list issued by the authority of the country to which the supplies and or services are delivered. or used. In case of violation of these rules, the supplier will bear full responsibility and bear all the consequences of non-compliance with the legislation and the embargo in force.

10.5 Both parties undertake to comply with all laws, regulations, ordinances and rules relating to trading in influence and corruption. Therefore, the parties undertake, insofar as these provisions are applicable to them, having regard to article 17. 1 of law number 2016–1691, known as the Sapin II law, relating to transparency, to the fight against corruption and the modernization of economic life, to take measures intended to detect and prevent the commission in France or abroad of acts of corruption or influence peddling in accordance with the procedures provided for in Article 17. 11 of this law.

Nothing in the contract may compel either party or one of its subsidiaries to reimburse the other party for the benefits granted or promised.

Article 11 - Confidentiality, data security, data protection.

11.1 The supplier must keep in the strictest confidence all customer data and all other information concerning the activities of the customer or one of its subsidiaries, their products and or their technologies that the supplier obtains for the realization of the supplies and / or of the services to be provided. The supplier will limit the disclosure of its confidential material only to its employees, agents or subcontractors or other third parties who need to know them in order to be able to provide the supplies and / or perform the services to the customers. The supplier will be responsible for any unauthorized disclosure.

11.2 The supplier must implement all protective measures appropriate and adapted to each type of customer data against unauthorized access or disclosure of customer data and must protect this in accordance with the protection standards applicable in the industry concerned or in the same way and to the same degree that it protects its own confidential information.

11.3 The provider will promptly inform the customer of any suspected data security breach or any serious incident or irregularity regarding customer data.

11.4 If the provider discloses personal data, the provider must comply with all applicable laws and regulations relating to personal data. The supplier must apply the technical, physical and organizational measures necessary to ensure a level of security of personal data. These will be appropriate to the risks to ensure the confidentiality, integrity, availability and resilience of its processing system.

Article 12 - Liability and compensation

12.1 Without prejudice to the applicable public order laws, the supplier shall, without any limitation, indemnify the customer and any subsidiary of the customer concerned and guarantee them against all recourse in the event of liability, damages, costs, losses or expenses incurred by the customer. customer or one of its subsidiaries following a breach of contract by the supplier. The latter must, without any limitation, indemnify the client and each subsidiary of the client concerned and release them from any liability in the event of a claim made by a third party against the client or any subsidiary of the client in connection with the suppliers and / or services, including but not limited to claims that its supplies and / or services infringe the intellectual property rights of a third party. At the request of the customer, the supplier will defend the customer and or any subsidiary of the customer concerned against the claims of third parties.

12.2 The supplier is responsible for the control and management of all of its employees, suppliers and, if necessary, of its subcontractors. He is responsible for their acts, or omissions as if they were acts or omissions of his own doing.

12.3 The supplier must maintain in force, and will provide proof thereof on request, civil liability insurance and compulsory compensation insurance in the event of a work-related / employer accident taken out with a reputable and financially solvent insurer. , which however will not release the supplier from any liability towards the customer or one of its subsidiaries. The insured amount cannot be considered as a limitation of liability.

Article 13 – Termination

13.1 The customer may, for reasons of convenience, terminate the contract in whole or in part in writing. The customer will then have to pay the suppliers the value of the supplies and services already provided, but not yet paid, as well as all direct costs incurred by the supplier on proof for supplies and / or services not provided. The total amount cannot exceed the amount of the contract.

13.2 The client may terminate the contract with immediate effect upon simple written notification in the event that a provisional order is requested or made, if a voluntary arrangement is approved by both parties, if a request for bankruptcy is filed or if a judgment bankruptcy has been declared against the supplier, or under any circumstance authorized by a court.

13.3 Following termination, the supplier shall immediately return at its expense to the client or to each of its subsidiaries all property of the client or one of its subsidiaries in its possession on the date of termination and property of the client or the one of its subsidiaries. It will provide the customer or one of its subsidiaries with complete documentation regarding the supplies and / or services provided.

Article 14 - Force majeure

14.1 Neither party nor any subsidiary of the customer receiving the supplies and / or services, can be held responsible for any delay or failure to fulfill its obligations under the contract if such delay or failure results from 'a case of force majeure. The term force majeure means an event unforeseeable on the date of execution of the contract by the affected party or by the customer's subsidiary, inevitable and beyond the reasonable control of the affected party or the customer's subsidiary, provided that it can not overcome this event despite all its reasonable efforts and inform the other party. The other party must be informed of a case of force majeure within five calendar days of its occurrence. In the event of force majeure exceeding 30 calendar days each of the parties may terminate the contract without delay by means of a simple written notification and without incurring any liability. Each of the parties undertakes to minimize the consequences of the force majeure event.

Article 15 - Assignment and subcontracting

15.1 The supplier may neither assign, nor make novation, nor transfer, nor encumber, or subcontract the contract or parts of it without having informed the customer before the drafting of the contract or after its drafting by having obtained at the prior written authorization.

Article 16 - Notifications

Any notification must be delivered duly signed by registered mail or by electronic mail to the address of the party concerned as indicated in the contract and or any other address that has been communicated in writing by the party concerned. Notifications sent by e-mail require written confirmation from the receiving party. The response, correspondence, information or documents from the supplier in connection with the contract must be provided in the language used in the contract, unless expressly stated otherwise validated by the customer.

Article 17 - Waiver

Failure to perform or enforce any provision of the contract does not constitute a waiver of that provision and in no way alters any rights to subsequently assert this provision or any other provision contained herein.

Article 18 - Applicable law and dispute resolution

18.1 The contract is governed by French law.

18.2 If the customer and the supplier are registered in the same country, any dispute in connection with the contract that cannot be settled amicably will be subject to the resolution of the jurisdiction of the courts closest to the customer's head office.

18.3 If the customer and the supplier are registered in different countries, any dispute arising in connection with the contract which cannot be settled amicably, will be definitively settled in accordance with the rules of conciliation and arbitration of the international chamber of commerce. by an arbitrator appointed in accordance with said rules. The place of arbitration will be the place where the client is registered, the language of the proceedings and of the award will be French.

Article 19 - Dissociation of articles

The invalidity or unenforceability of any article of the contract will not affect the validity or applicability of the other articles. The contract applies in the same way as if the invalid article had been replaced by an article having a similar economic effect.

Article 20 - Continuation in force

20.1 The obligations set out in Articles 8, 9, 11 and 12 apply for an indefinite period and continue to apply after expiration or termination of the contract, for whatever reason.

Article 21 - Completeness

21.1 The contract comprising these DREKAN GTC and all documents incorporated in an order or other contract (including by reference) constitute the entire agreement between the parties and supersede any previous agreement. In the event of a contradiction between the documents making up the contract, the following order of priority applies

- the contract drawn up by the customer
- the present GTC of DREKAN
- the supplier's offer