

celduc® transfo
TERMS AND CONDITIONS OF PURCHASE

PRELIMINARY ARTICLE

All purchases made by **celduc® transfo** are subject to these terms and conditions of purchase.

Unless otherwise specified by **celduc® transfo**, these terms and conditions of purchase shall prevail over the seller's terms and conditions.

Unless other conditions are specifically agreed in writing, these terms and conditions apply to all sales and services ordered by **celduc® transfo** from the supplier, whatever its nationality or place of business or the place of delivery.

ARTICLE 1 - ORDERS

– Placement and changes to orders

Orders may be placed by **celduc® transfo** by letter, fax, e-mail or telephone.

Any changes to an order on the part of the supplier must be accepted in writing by **celduc® transfo**. Failing that, the change will not be enforceable against **celduc® transfo**.

- Acceptance

celduc® transfo's orders, the particular conditions contained therein and these terms and conditions of purchase will be considered as accepted by the supplier if no reservations are expressed in writing within 72 hours of their receipt.

Any such reservations must be formally accepted by **celduc® transfo**.

ARTICLE 2 – DELIVERIES

– Date

The contractual date for the delivery of the products is the date specified in the purchase order.

This is the date when the supplier has undertaken to make the products - of the quality and in the quantity agreed - available to **celduc® transfo** on its premises.

– Deadlines

Any delivery made after the contract date will automatically render the supplier liable to late performance penalties.

These penalties will be invoiced and the amount set off against the supplier's invoices.

The amount of such penalties will be equal, at **celduc® transfo's** choice, to:

Either the amount of the late performance penalties **celduc® transfo** is liable to incur with its own customer due to the supplier's default; or 2.5% of the value inclusive of VAT of the order per week for the first three weeks and 5% of the same amount as of the fourth week.

In any case, these late performance penalties will be limited to 15% of the total value inclusive of VAT of the order.

Any delay greater than one month will entitle **celduc® transfo** to cancel the order, with the fault lying exclusively with the supplier, after **celduc® transfo** has sent a registered letter of warning left with effect for 48 hours.

ARTICLE 3 - INSPECTION OF THE GOODS BEFORE SHIPPING

Goods shall only be shipped after the supplier has issued a certificate of conformity for the goods stating that they meet the specifications contained in the **celduc® transfo** purchase order.

These certificates of conformity must be sent to **celduc® transfo** immediately upon request.

If any particular tests are specified in the purchase order, these must be the subject of test reports which will be enclosed with the certificates of conformity.

ARTICLE 4 - TRANSPORT

Unless provided otherwise, the supplier will be responsible for arranging the transport and insurance of the goods to the place specified by **celduc® transfo**.

Unless agreed otherwise, the supplier will bear all the transport and insurance costs.

It will be entirely liable for any taxes and customs clearance charges and will pay them directly.

Unless provided otherwise, the supplier will bear all the costs of packing the product.

ARTICLE 5- RETURNS

All products, materials or equipment delivered by the supplier that are not fit for the use agreed by the supplier and **celduc® transfo** may be refused or returned, in particular if found to include any nonconformities.

The costs of these operations will be borne by the supplier.

ARTICLE 6 – COMPLAINTS – LIABILITY

The supplier shall bear the entire liability for any nonconformities or hidden defects in the products delivered.

The following shall not be enforceable against celduc® transfo :

Any clause imposing upon celduc® transfo a specific time limit for complaints or returns,

Any clause excluding or limiting the supplier's liability.

ARTICLE 7 - INSURANCE

The supplier must take out and maintain in force all the insurance policies necessary to cover its liability under these terms and conditions of purchase.

The supplier shall provide the purchaser with proof of such insurance, including the extent of the cover it provides.

ARTICLE 8 – SUBCONTRACTING

The supplier may not subcontract **celduc® transfo's** orders without its prior written consent.

ARTICLE 9 – GDPR

The supplier undertakes to comply with the current regulations on personal data and in particular Regulation (EU) No. 2016/676 (known as the GDPR).

ARTICLE 10 - TRANSFER OF OWNERSHIP - TRANSFER OF RISK

Ownership of the goods sold by the supplier will be transferred to **celduc® transfo** as soon as seller and purchaser have agreed on the object of the sale and the price, regardless of whether the object of the sale has been delivered or the price paid.

The transfer of the risks, however, is deferred until the goods are delivered to **celduc® transfo's** premises.

ARTICLE 11 – NON-ENFORCEABILITY OF RETENTION OF TITLE CLAUSES

No retention of title clause contained in the supplier's commercial documents or terms and conditions of sale is enforceable against celduc® transfo and any such clause will be considered as not having been written.

ARTICLE 12 – INVOICES

Invoices shall be drawn up by the supplier once the goods have been delivered.

Unless agreed otherwise by the parties, invoices will be payable within 45 days of receipt (extended to the end of the month).

celduc® transfo reserves the right to refuse the delivery of and invoice for any goods for which has not placed an order in due form.

If the goods are found to be non-compliant, **celduc® transfo** reserves the right not to pay the invoice on the grounds of non-performance.

ARTICLE 13 – DRAWINGS AND TOOLS

Drawings and technical data sheets provided to the supplier for the execution of an order will remain the property of **celduc® transfo** unless specified otherwise in writing.

The same applies to any tools designed and made by the supplier specifically for the execution of a **celduc® transfo** order if the design and manufacturing of said tools is financed in full by **celduc® transfo**.

If **celduc® transfo** only partially finances the tool, it will be jointly owned unless agreed otherwise by the parties.

Unless specifically agreed otherwise by the parties, the tool will become the exclusive property of **celduc® transfo** three years after its design.

ARTICLE 14 – CONFIDENTIALITY

The Supplier undertakes to treat as confidential all the technical, accounting and business information to which it has access in the course of fulfilling the **celduc® transfo** order.

In particular, the supplier undertakes not to manufacture and/or supply parts identical to those of **celduc® transfo** using the latter's drawings or technical data sheets, or tools (even when jointly owned).

ARTICLE 15 - TERMINATION FOR FAULT ON THE PART OF THE CONTRACTOR

If the supplier finds itself unable to execute **celduc® transfo's** order, the latter reserves the right to cancel the order, with the fault lying exclusively with the supplier, without any legal formalities fifteen days after sending a notice to perform left unheeded.

ARTICLE 16 – APPLICABLE LAW

In the event of any dispute arising between **celduc® transfo** and the supplier, French law will apply.

In the case of the international sales of goods, the United Nations Convention of 11 April 1980 (Vienna Convention) is inapplicable.

ARTICLE 17 - NULLITY

The nullity of one or more provisions of the **celduc® transfo** terms and conditions of purchase will not entail the nullity of the terms and conditions of purchase as a whole.

ARTICLE 18 – JURISDICTION

All disputes between celduc® transfo and its supplier(s) will be subject to the exclusive jurisdiction of the Commercial Court of SAINT ETIENNE (Loire, France).

This clause will apply even in the case of multiple defendants or the introduction of third parties.