

- 1. VALIDITY OF ORDER**
- 1.1. Unless any general or particular exceptions are expressly stated on this Purchase Order, all ETE-FLOEX's purchase orders shall be subjects to these terms and conditions, with the reserve of mandatory legal provisions. Any amendment to the Purchase Order shall be subject to prior agreement in writing by the Purchaser.
- 1.2. The Seller shall acknowledge receipt of the order by return of post, returning an Acknowledgement of Order duly signed and unaltered to the purchaser within ten (10) days following the date of Purchase Order. This signatory acknowledges acceptance of the order, these General Terms and Conditions of Purchase and any particular conditions stipulated herein.
- 1.3. When the Acknowledgement of Order is not returned within the time specified, the Purchaser reserves the right to cancel the order without notice or compensation.
- 2. FULFILMENT OF ORDER**
- 2.1. Any particular conditions stated on the front of or in an appendix to the Purchase Order shall take precedence over these General Terms and Conditions of Purchase.
- 2.2. The Purchaser reserves the right to have his employees or representatives inspect the products or services ordered, at the premises of the Seller, who shall provide the tem with the necessary means of inspection: this, however shall not release the Seller from liability amount to acceptance of the products or services by the purchaser.
- 3. DELIVERY TERMS - DELAYS**
- 3.1. The delivery times specified on the front of the purchase order are to be taken as deadline dates and must always be met.
- 3.2. If the delivery is likely to be later than the date specified, the Seller shall inform the Purchaser thereof in writing.
- 3.3. Where delivery times specified in the order are exceeded, or in the event of non-fulfillment by the Seller, even concerning part of the order, the Purchaser reserves the right as he sees fit and without giving formal warning :
- 3.3.1. Earlier, as a dispensation from article 1184 of the French Civil Code, to resort to the provision of article twelve (12) of these Terms and Conditions.
- 3.3.2. Or to maintain the order in force whilst reserving the right to apply a penalty to the Seller of two (2) per cent of the total value of the disputed delivery for each day's delay, up to a limit of ten (10%) per cent of the total value of the order in question. The penalties shall be deducted from the price.
- 4. PACKING – PLACE AND METHODS OF DELIVERIES**
- 4.1. All deliveries shall be made to the place specified in the order and shall be accompanied by a Delivery Note in duplicate, on which the order reference and the item number concerned are to be stated.
- 4.2. Other than in special cases expressly provided or in the order, delivery shall be carriage paid, inclusive of packaging cost and net of any duty; all risks of loss and damages shall be borne by the Seller until the delivery is made.
- 4.3. The products shall be delivered in suitable packaging. The packages shall be carriage paid and no deposit may be charged to the Purchaser under any circumstances unless the latter gives prior written agreement thereto; in this case, they shall be indicated on a separate delivery note which complies with current standards and regulations. In case of non-compliance of packaging under specific regulations such as dangerous goods, the costs related to re-packing the goods shall be charged to the Seller.
- 4.4. The signature on the Delivery Note shall serve only to certify arrival of the packages and may not under any circumstances be deemed to discharge the Seller from liability for the order.
- 4.5. Goods shall not be delivered before forecasted delivery date without prior written authorization from the Purchaser.
- 5. TRANSFER OF OWNERSHIP AND RISKS**
- 5.1. Ownership of and any risks attached to the products shall be transferred to the Purchaser upon delivery unless specifically stipulated otherwise on this purchase order.
- 5.2. Unless agreed in writing, the Purchaser shall not accept any clause of reserve of ownership.
- 6. CONDITIONS OF ACCEPTANCE**
- 6.1. The Purchaser reserves the right to notify by all normal means (fax, e-mails, etc.) any losses of, damage to or non-conformities in the products, which become apparent when they are unpacked or subsequently tested.
- 6.2. Any products which do not comply with the order specifications or the usual quality criteria and current standards may be rejected by the Purchaser of the goods outright, either on delivery or within a period specified in the purchases order or a period reasonably required by the Purchaser to carry out the appropriate tests following delivery. In this event, the Purchaser reserves the right:
- 6.2.1. Either to cancel all or part of the order by any normal means and without the Seller being entitled to claim any compensation whatsoever ;
- 6.2.2. Or call upon the Seller to replace, at his own expense, any products rejected, within the deadlines negotiated.
- 6.3. The Seller shall be notified of any rejection of products and shall then remove the goods rejected within eight (8) days following notification thereof. Thereafter the Purchaser shall be entitled to have the supply removed by any appropriate means at the Seller's expense and risk.
- 7. PRICES, PAYMENT CONDITIONS AND INVOICING**
- 7.1. Prices**
- The order price shall be the price stated on the front of the purchase order (or the result of the methods of calculating prices specified by the purchase orders). It shall be firm, no subject to review and correspond to a purchase unloaded at the point of delivery stated on the purchase order.
- 7.2. Invoicing**
- Invoices shall be drawn up in duplicate. They shall be sent to the Purchaser's account department whose address is mentioned on the order. They must always state the purchase order reference and the item number concerned which the Purchaser has entered in the order. They may not be sent out prior to deliveries and their presentation shall comply with the instructions on the purchase order.
- 7.3. Payment Conditions**
- 7.3.1. Unless particular conditions are specified on the front of the purchase order, invoices shall be paid sixty (60) days net from delivery date of goods or execution of the services.
- 7.3.2. The purchaser may refuse to make part payments covering parts deliveries made at the sole initiative of the Seller.
- 7.3.3. The Seller may not avail himself of the fact that an invoice has been paid, to oppose disputes concerning the quality or quantity of the products in question or refuse in such circumstances:
- To repair or replace the equipment ;
  - To compensate the Purchaser for any prejudice suffered;
  - To reimburse all monies paid over where products are rejected.
- 8. FORCE MAJEURE**
- 8.1. Force majeure shall mean any obstacle hindering fulfillment of the order, which is independent of the will of the parties, unforeseeable, irresistible and insurmountable within the meaning of article 1147 and subsequent of the French Civil Code.
- 8.2. In order to be taken into consideration, cases of force majeure shall immediately be brought to the Purchaser's attention and confirmed in writing with any appropriate documentary evidence.
- 8.3. The Seller shall make its best effort to anticipate and mitigate the consequences of an event of Force Majeure and shall deliver the Products as soon as practicable.
- 9. GUARANTEE**
- 9.1. The Seller warrants that products and services are fully compliant with their specifications, and satisfy in each point the requirements of the order, of those of all Buyer's documents as stated in the order, and that they are free of any defect and fit the use as defined in the order.
- 9.2. In addition to the statutory guarantee coverage laden defects, acceptance of orders shall imply that suppliers or parts (parts and Labour) are guaranteed against any defects in design, manufacture, assembly or operation against any defects in the materials therein for a minimum period of twelve (12) months unless specifically agreed otherwise, with effect from the date of commissioning. During this period, the Seller shall repair or replace the supplies or parts as soon as possible, free of charge.
- 9.3. Any part or equipment, which is modified, repaired or replaced, shall be guaranteed after such work has been carried out; the scope and term of this guarantee shall be the same as for the initial order.
- 9.4. Furthermore, at the end of the guarantee period, the Seller shall ensure that the spare parts necessary for maintaining and repairing the equipment are available to the purchaser over a normal depreciation period.
- 10. INSURANCE**
- 10.1. The Seller shall maintain, from a financially sound and reputable insurance carrier: a) an all-risk liability insurance policy, b) a products liability insurance policy before and after delivery. Each case shall include full financial coverage with respect to any bodily injury, property damages, or any tangible / intangible damage(s), consequential or otherwise, directly / indirectly caused to the clients of ETE-FLOEX, to ETE-FLOEX or a third party by reason of defective supplies, or infringement of any Intellectual Property.
- 10.2. Upon request of our Company, the Supplier shall provide a certificate of insurance, showing such coverage described herein, as well as evidence of Supplier's payment of all premiums. The existence of such insurance coverage shall not release Seller from its obligations hereunder, nor shall it constitute a limit to the liability of the Seller.
- 10.3.
- 11. INTUITU PERSONAE – SUB-CONTRACTING**
- 11.1. The Seller may not sell or transfer all or any part of the Order, even free of charge, without Purchaser's prior, express authorization.
- 11.2. In the event direct or indirect control of the Seller is changed or its business is sold or transferred, Purchaser shall have the option of canceling the Orders in progress in accordance with Article twelve (12) herein.
- 11.3. The Order may not be subcontracted by the Seller, whether in full or in part, directly or indirectly, without Purchaser's prior, express authorization.
- 11.4. Should the Seller be authorized to subcontract all or any part of the Order to a third party, the Seller shall remain solely and fully responsible and liable to the Purchaser for performance of the Order and these General Terms of Purchase. Seller shall compensate and hold Purchaser harmless from any claim from the subcontractors.
- 12. CANCELLATION**
- 12.1. There the Seller fails to fulfill one of his obligation, the Purchaser reserves the right to cancel the order without further consideration after a formal warning has been sent by registered letter with acknowledgement of receipt, and not been acted upon, without prejudice to any claim for damages.
- 12.2. Where delivery times are not met, the Purchaser reserves the right to cancel, immediately and without charge, all or part of the order without further consideration, by registered letter with acknowledgement of receipt, without prejudice to any claim for damages.
- 12.3. The order may also be cancelled where a case of force majeure arrives under the conditions laid down in article seven (7) without compensation being payable by either party.
- 12.4. The Purchaser also reserves the right to pronounce cancellation of the order without further consideration for his own reasons. Compensation shall then be awarded to the Seller amounting to no more than the total costs specifically incurred in connection with this order by the Seller amounting to no more than the total costs specially incurred in connection with the order by the Seller at the time of cancellation, less any part payments already made. The Purchaser shall then be the owner of any materials purchased and / or finished equipment of work in progress relating to the order.
- 13. INDUSTRIAL AND INTELLECTUAL PROPERTY – CONFIDENTIALITY**
- 13.1. Any tools, patterns, drawings, software, specifications and other information supplied by the purchaser with the frame work of his order shall remain his property and may be used by the Seller only for the strict requirements of fulfilling the order.
- 13.2. The Seller expressly undertakes to take all measures to prevent their disclosure to third parties and undertakes to return them to the Purchaser merely upon request and shall refrain from making copies thereof.
- 13.3. This confidentiality clause shall survive during three (3) years from the date on which the Products have been delivered.
- 14. LAW APPLICABLE AND ASSIGNING OR JURISDICTION**
- 14.1. The law applicable to the order (general conditions, particular conditions, etc.) shall be the French law.
- 14.2. Any disputes relating to the interpretation or fulfillment of orders shall be subject to the exclusive jurisdiction of the Courts of Paris, even if there are third party proceedings, if there is more than one defendant or the cases are related.
- 14.3. The United Nations Convention on contracts covering international sales of goods signed in Vienna in 1980 shall not apply.
- 15. PARTICULAR CONDITIONS COVERING INTERNATIONAL PURCHASES OF PRODUCTS**
- The provisions of article four (4) above shall not apply and shall be replaced by the following.
- 15.1. For products purchased outside European Union, unless specified otherwise on the front of the order, products shall be deemed to be Duty Paid and exclusive of VAT as defined by ICC Incoterms 2000.
- 15.2. For products purchased within the European Union, prices shall be deemed to be exclusive of French VAT. The Seller undertakes to state the purchaser's VAT identification number on the invoice. If this number is not stated on the invoice, the product shall be deemed to be inclusive of all taxes and the Seller shall then be liable for any VAT payable in his country.
- 16. BUSINESS PRACTICES AND ETHICS CODE**
- The Seller recognized having made fully acquainted with ETE-FLOEX's code of ethics (as up-dated from time to time and permanently available at : <http://www.ete-floex.net/content/ethique.html>) and undertakes to apply the principles set out therein with respect to the performance of this agreement, in particular with reference to non-discrimination of employees, combating bribery of domestic and foreign public officials, protection of international human rights and environmental responsibility. Seller recognizes that violation of such principles will be considered as a breach of contract.
- 17. ENVIRONMENTAL REQUIREMENTS**
- 17.1. Seller is responsible for complying with industry standards regarding environmental care as well as with the specific standards required per Seller's region. Purchaser reserves the right to invoke the requirements for ISO-14001 standards.
- 17.2. Upon request from the Purchaser and for all delivered items, Seller undertakes to provide an eco-declaration in conformance with ECMA-TR70 standards.
- 17.3. More specifically, Seller is responsible for compliance with the substances and product end of life European regulations. In addition, Seller is responsible for complying with additional standards as designated by any local agreement between Seller and Purchaser..

