





have unrestricted access to work-shops of manufacturers or sub-contractors, and the right to photograph the ongoing construction of the Goods or to demand photographs of said Goods, at any time.

#### **9 - Documents review**

shall have the right to review and acknowledge drawings, specifications, methods, data, unpriced purchase orders and subcontracts and any other document related to the Supply. However, such review and acknowledgement shall in no way relieve the Supplier from its responsibilities, obligations or liabilities under the Contract.

#### **10 - Price ± Invoicing - Payment**

##### **a- Invoicing**

Each invoice must be sent in duplicate within 5 days after delivery of the Goods. The invoice must state the full references of the Order, the Order number, the place of delivery, and the price. Incomplete invoices will be returned unpaid to the Supplier.

##### **b- Price**

Prices of Supplies are fixed in the respective Order. Prices include all of the costs resulting from the execution of the latter, especially the charges, the subscriptions, the taxes and the rights of any kind, which are directly or indirectly connected to the performance of the Contract. No increase in price can be applied without the prior written consent of 7/6.

##### **c- Payment**

Unless stated in the Order, 7/6 shall pay the price at sixty (60) days after delivery of compliant Supply together with all documentations required under the Contract and the subsequent invoice.

#### **11 - Warranty**

Supplier warrants to 7/6 that the Supply fully complies with the technical specifications set forth in the relevant Order.

Supplier warrants to 7/6 that the Supply is fit for its intended purpose.

Supplier shall warrant the good performance of the Goods for the warranty period stipulated in the Order, from the day of delivery of the Goods or, in case of multiple deliveries, from the day of the last delivery.

#### **12 - Liability**

Supplier agrees to indemnify and hold 7/6, its subsidiaries and affiliates, officers, directors, employees and agents harmless from and against any and all losses, liabilities, damages, actions or claims (including, without limitation, amounts paid in settlement and reasonable costs of investigation and reasonable attorneys' fees and disbursements) arising from:

- a- a breach of any of the representations, warranties or obligations made or undertaken by the Supplier in the Contract;
- b- the failure of the Supply to comply with the Contract;
- c- loss, injury or any damage incurred by third parties;

#### **13 - Intellectual property rights**

All information and know-how including drawings, specifications and other data provided by 7/6 in connection with the Contract shall remain at all times 7/6's property and may be used by the Supplier only for the purpose of performing the Contract. The Supplier shall keep the information and know-how confidential and shall return them to 7/6 upon request.

The Supplier shall indemnify 7/6 (except in respect of designs provided by 7/6) against all claims arising from any infringement of any third party's intellectual property rights arising from the use or manufacture of the Supply, including without limitation, trade secrets, trademarks and copyrights.

The Supplier shall neither quote nor supply parts made with 7/6's tool or materials, or 7/6's patterns, drawings, specifications or designs, to any third party without 7/6's prior written consent.

Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of the Contract shall become the property of 7/6 and Supplier shall not disclose the same to any third party. The Supplier shall cooperate and execute any documents as may be necessary to assign such intellectual property to 7/6.

#### **14 - Confidentiality**

The Supplier undertakes to treat as confidential all the technical, financial and commercial information provided by 7/6 in connection with the Supply or the Contract, except that such confidentiality obligations shall not apply in the event of lawsuits or in the event the information is in the public domain through no fault of Supplier.

#### **15 - Force Majeure**

The execution of the Contract and the obligations thereof, shall be suspended by any event of force majeure as defined by the article 1218 of the French Civil Code, which provides for an event independent of the will of the Supplier, making impossible the Supply and the delivery of the Supply.

The Supplier must immediately inform 7/6 when it claims force majeure and provide to 7/6 the proof of the claimed event of force majeure within seven calendar days following the occurrence of the event relied upon. Failing this, the Supplier will be deemed to have accepted to bear all of the consequences of the said event of force majeure.

If such a case of force majeure is lasting for more than 30 days, then 7/6 shall be entitled to terminate the Contract.

#### **16 - Hardship**

The Parties are aware of the fact that this Agreement does constitute a fair and equitable basis. In the event that during the term of the Contract the general situation and/or the data on which the Contract is based are substantially changed so that either party suffers severe and unforeseeable hardship, they shall consult each other and show mutual understanding with a view to making such adjustment as would appear to be necessary and such revisions as would be justified by circumstances which could not reasonably be foreseen, as of the date on which the Contract was entered into, in order to restore the equitable balance of this Contract.

The party which considers that the condition set forth in the here above paragraph are met, shall give notice thereof to the other party by registered letter, return receipt requested which will specify the date and nature of the events which caused the alleged change, an

## General Conditions of Purchase (Equipment & Services)

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evaluation of the hardship which is or will be suffered and the proposal to remedy the alleged change. Any notice given more than 12 (twelve) months after the date of occurrence of the event that caused the change alleged by the party giving the notice shall be of no effect.

### 17 - Insurance

The Supplier shall subscribe and maintain at its own expense the following insurance:

- General civil liability insurance covering bodily injury, property damages and consequential losses offering a minimum coverage of Euros 10 million per claim. This insurance shall cover Product Liability, Employer's Liability and Professional Liability;
- The Supplier shall maintain a Property Insurance policy covering the Goods under care, custody and control of the Supplier, for their replacement value
- All mandatorily required insurance according to applicable laws.

The Supplier shall provide TLS with all related insurance certificates.

Any guarantee limits that may be indicated in the above policies shall not be considered as limitations of the Supplier's liability. It is the Supplier's responsibility to take out any other insurance, which it considers necessary to fulfill the Purchase Contract.

### 18 - Hazardous Goods

If any of the goods to be supplied under the contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage, or use, the Supplier shall prior to their delivery provide TLS with written notice about the nature of those substances and the precautions to be taken and shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and to any containers into which they are packed.

In particular (but without limitation) the Supplier shall provide in writing TLS with all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify TLS against any and all liabilities, claims and expenses which may arise from the Supplier's failure to do so.

### 19 - Safeguard

In the event of Supplier, for any reason whatsoever, not being able to begin or to complete the Supply as per the Contract schedule, and after (30) thirty days of delay, Supplier shall transfer to TLS all of the execution documents (drawings, schematics, bills of materials, calculation sheets, contracts placed with sub-suppliers, etc ...) related to the Contract and necessary for the proper completion of the Supply.

In such a case, Supplier shall transfer to TLS the Supply whether completed or not, so as to allow TLS to resume and complete the work, without Supplier having the right to claim any compensation other than the price of Supply so transferred.

### 20 - Termination

TLS may terminate the contract if:

- An event of Force Majeure does or is likely to delay the delivery of the Supply by more than thirty days (30), or
- The Supplier is in breach of its obligations and does not remedy such breach within thirty (30) days from notice to do so, or
- Delay in delivery is over thirty (30) days, or

- The Supplier becomes bankrupt or insolvent or (being a Company) makes an arrangement with the creditors or has the receiver or administrator appointed or commences to be wound up.
- The control of the Supplier is materially altered whether by a change in the ownership of the shares or otherwise ;

Should TLS subcontract to the Supplier part of a contract executed with one of its own customers (the Main Contract), TLS may terminate the subcontract if the Main Contract is terminated. In such event, and provided that the Supplier is in compliance with the obligations under the contract, TLS shall pay to the Supplier for the work already performed before the termination. In no event may compensation exceed the subcontract price.

### 21 - Jurisdiction

Any disputes arising from the validity, the execution or the interpretation of the Contract shall be subject to the exclusive jurisdiction of the Commercial Court of Saint Etienne, France. The applicable law shall be the French law, excluding its conflict of laws regulations. The application of the United Nations Convention on contracts for the international sales of goods shall be excluded.

### 22 - Notices

Any communication given pursuant to the Contract, shall be in English, in writing and may be delivered personally or by e-mail, courier or registered mail.

Unless there is evidence that it was received earlier, a notice is deemed given:

- if delivered personally, when left at the address referred to in the Contract;
- if sent by air mail, seven (7) days after posting it;
- if sent by e-mail upon receiving an acknowledgment of its receipt by the other party.

### 23 - General provisions

The Orders, these terms and conditions and any other document that would be part of the Contract, represent the entire agreement between the Supplier and TLS, thus supersedes and replaces all other prior written or oral agreements between the parties pertaining to the same subject.

In case of inconsistency between the Order, these General Conditions of Purchase and any annexes/appendices thereof, the Order would prevail on the General Conditions of Purchase which would prevail on the annexes/appendices.

If any provision of the Contract becomes illegal, invalid or unenforceable, such provision shall be deemed to be separate from the Contract and the remaining of the Contract shall continue to be in full force and effect.

The language of the Contract shall be English which, in case of discrepancies, shall prevail over any other language that may be used in the Contract.