



mecalectro

The innovative electromagnetic solution

General Terms and Conditions of Purchase

01 - PREAMBLE

Unless an exemption, notification or stipulation is confirmed in writing by MECALECTRO, these general terms and conditions of purchase shall take precedence over all the SUPPLIER's general or specific terms and conditions of sale. Our company declares that this order being issued under these terms and conditions shall be considered by it as being essential, and consequently it would not have contracted should these conditions not govern the contract. Simple fulfilment of the order shall lead to the acceptance without reservation of its clauses and these terms and conditions.

02 - PRICE AND PRICE CONDITIONS

Excepting any specific clauses, our prices shall be understood as being exclusive of tax, firm and final, including conditioning, packaging, carriage and insurance.

03 - QUANTITY

Unless stipulated to the contrary, the number of items delivered must be between 0 and over 5% of the number of items ordered. Any excess may be returned to the SUPPLIER at its cost.

04 - LEAD TIME - DELAY - PENALTY

The delivery dates shall be understood as being for equipment DELIVERED to our factories. In the event of early delivery by the SUPPLIER, only the contractual lead times stated in our orders will determine the invoice payment dates. In the event the delivery lead times are exceeded, the SUPPLIER may be liable for penalties on the following bases:

- 1% of the amount of each supply for the first week
- 2% per week for the subsequent weeks.
- Maximum applicable: 10%.

05 - DELIVERY

The delivery will be made during working days at the address and at the times indicated on the back of the order. It will be accompanied by a delivery note on which the order or call-off number must be stated.

06 - CONDITIONING - PACKAGING - TRANSPORT - INSURANCE

The SUPPLIER shall be responsible for the conditioning and packaging, which must be suitable to the supplies, the method of transport and the destination location. The SUPPLIER shall be held liable in the event of damage or loss due to the inadequacy or defective nature of the packaging.

The supplies, the nature of which requires special conditioning or specific handling, must have the necessary references and indications on the packaging, especially the weight and the slinging points, allowing for unloading without the risk of accident.

Unless specifically indicated, the SUPPLIER will select the carrier with a view to taking care of our interests. Carriage will always be at the SUPPLIER's sole risk; in the event of damage observed on reception, reservations of use will be made to the carrier and the SUPPLIER, the latter remaining solely liable towards us and having to provide a solution to the appropriate people.

The SUPPLIER shall be responsible for the fully comprehensive insurance of the goods during carriage up to the destination.

07 - ACCEPTANCE - INSPECTION - NON-COMPLIANCE

Our acceptance shall be temporary and subject to all reservations on arrival of the supplies; we reserve the right to perform subsequent quantitative and qualitative inspections. If a non-compliance is detected after the inspection, a refusal notice will be drawn up and sent to the SUPPLIER. We reserve the right to return all or part of the supply deemed non-compliant to the SUPPLIER at its cost and sole risk for repair or replacement. However, in an emergency, we will perform the repairs ourselves at the SUPPLIER's cost after advising it of this in advance. In order to cover the administration costs for managing the non-compliance, a fixed fee of EUR 150 will be invoiced for every non-compliance found to be the supplier's liability.

08 - INVOICING

Invoices must be sent in TWO COPIES after delivery. These must state the order number and the corresponding delivery note number. Invoices will only be paid for the value of the supplies accepted and after receipt of a credit note corresponding to the value of the goods refused, after deduction of the costs for our repairs, if applicable.

09 - PAYMENT

The order shall determine the payment conditions. In the absence of specific provisions, the payment time for amounts due shall be set at the 30 days from date of invoice.

In accordance with Law No. 2008-776 of 4 August 2008, the date on which the payment is to be made must not be set beyond 45 days end of month or 60 days net, as of the date of invoice. The invoices show the date on which payment must be made and the penalty rates due the day after the payment date shown on the invoice.

10 - ACCEPTANCE TESTING AND AUDITS

MECALECTRO reserves the right to appoint a specialist to assess the manufacturing and control means and methods at sub-contractor premises. MECALECTRO may be accompanied by the end client during these audits or acceptance tests.

11 - RESERVATION OF OWNERSHIP AND TRANSFER OF RISK

The transfer of ownership shall be on full payment of the price. The transfer of risk shall be at the time of delivery.

12 - GUARANTEE

The SUPPLIER shall guarantee MECALECTRO against the defects that may affect its products:

- within the framework of the MECALECTRO guarantee to its clients, the SUPPLIER shall be obligated to replace its supplies without prejudice to it refunding the costs incurred.
- In general, our company reserves the right to incur the SUPPLIER's civil liability in all cases in which proceedings are brought against it with regard to material or bodily harm that may result from a material, design or manufacturing defect in the products delivered by the SUPPLIER and incorporated in our manufacturing or re-sold to our customers as is.

13 – TOOLS AND GOODS LENT OR ENTRUSTED

The tools manufactured by the SUPPLIER, on behalf of and at the cost of MECALECTRO in full or in part, as well as the goods and tools made available to it by MECALECTRO, must only be used for fulfilling MECALECTRO orders. The SUPPLIER will see to the safekeeping and maintenance of these goods and tools at its cost and sole risk. The SUPPLIER shall undertake to take out all the insurance policies needed to this effect and to provide proof thereof. These goods and tools shall remain the property of MECALECTRO. The SUPPLIER must apply a permanent mark or plate indicating this ownership, if this has not already been done. The SUPPLIER shall undertake to return them in good condition on first request from MECALECTRO.

14 - CONFIDENTIALITY - INDUSTRIAL PROPERTY

The plans, execution drawings, sketches, manufacturing diagrams, models, notes and in general all documents, and written or verbal information provided to the SUPPLIER are strictly confidential. All the aforementioned information shall remain our sole property; these prescriptions shall be imposed by the SUPPLIER on its sub-contractors and any suppliers. The plans, models and tools manufactured on our behalf shall be our property *ipso jure* and must be returned to us on first request if we deem the circumstances so require.

15 - ENVIRONMENT AND SUSTAINABLE DEVELOPMENT

- MECALECTRO is committed to a Sustainable Development approach and applies the rules defined in standard ISO 14001.

The SUPPLIER shall undertake not to provide MECALECTRO with supplies containing one or more dangerous substances to which reference is made in European Directive 2002/95/EC and more generally to comply systematically with the French and European laws and regulations. The SUPPLIER will hold MECALECTRO harmless against all costs, damage and losses born or imputable to it due to a third-party claim resulting from the presence of dangerous and/or prohibited substances in the products supplied. Reach: For substances in articles that are detailed on the "candidate list" and its updates, the vendor shall inform the purchaser of the presence of authorized candidate substances contained at over 0.1% w/w in relation to the total weight of the items supplied under this contract. The vendor shall provide the purchaser with the appropriate information that it has available in order to allow the use of the said item in complete safety.

16 - SAFETY - STATUTORY DOCUMENTS

- In the event of works to be performed by the SUPPLIER in our establishment, a prevention plan will be signed beforehand, with a possible inspection if required.
- The safety protocol shall apply in the case of deliveries or pick-ups.
- In both cases, the SUPPLIER shall undertake to comply with the rules of procedure in force and the legal provisions, especially those relating to health and safety, employment law and use, relating to works performed in an establishment by an external company, as well as the provisions of the United Nations International Convention on the Rights of the Child of 20 November 1989, which prohibits work by children under 15 years of age, it being specified that these provisions must also be respected by any sub-contractors, for which the SUPPLIER shall be the guarantor.

17 - COMPETENT COURT

The commercial court of Essone will be solely competent to hear any disputes or appeals relating directly or indirectly to the fulfilment of our orders.

18 - APPLICABLE LAW

The law applicable to this contract shall be French law.

Massy, 24 February 2022



Mecalectro

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