

## TERMS OF PURCHASE

**CONFIRMATION OF RECEIPT.** – Our orders are firm, but we reserve the right to cancel them or to modify their terms if the confirmation of receipt is not identical to the text and the conditions of our orders.

The same will be true if the confirmation of receipt is not sent to us.

**PLANS, MODELS.** – The plans, models and tools that we provide for the execution of our orders are our property and may not be copied, reproduced or given to third parties without our written authorization.

The supplier must verify the models and tools and make sure that they have not been damaged in transport and that they can be used to produce parts that are in conformity with the plans submitted and to which they must refer for the carrying out of the order. The models and tools made by the supplier for the carrying out of our orders are reserved for the manufacturing of our parts and when the costs of their creation are incumbent on us, they become our property.

**DELIVERY TIMES.** – The delivery date indicated on the order is, unless indicated otherwise, the date of the reception at the recipient Establishment. This date is strict. It is expressly agreed that the arrival of the deadline represents in itself a formal warning and that in the event of lateness we can automatically either cancel the order, without the termination of the contract having to be declared by a judge, and use the possibility of replacement, or continue the fulfillment of the contract, without prejudice in all cases to damages for non-fulfillment or lateness in the fulfillment of the order.

**DISPATCH NOTICE.** – Each delivery must be accompanied by a dispatch notice. A copy of this document must always be sent by separate letter (whether or not the recipient is the recipient of the equipment delivered). This dispatch notice must include in particular:

- The complete reference of the order and its date
- The detailed list of the merchandise
- The package references, their gross and net weights
- The mode of shipping, the departure date, possibly the train car number or the registration of the vehicle used.

They must also specify whether it is a part of the order, the entire order or the balance.

**TRANSPORT.** – When the supplier sells us the merchandise “ex-” of the Establishments and, due to him, directly or indirectly, we suffer the prejudice of additional shipping costs (division of a delivery that could have been made at once, express shipping to reduce to delivery delay or breach of our instructions when we specify the carrier, the system, etc.) or for any other reason not due to us. **THE DIFFERENCE BETWEEN THE TRANSPORTS COSTS THAT WE WOULD NORMALLY HAVE TO PAY AND THOSE WHICH WE ACTUALLY PAY WILL BE ENTIRELY BORNE BY THE SUPPLIER.**

When merchandise is sold “carriage paid” to our stores, the shipping costs must be paid at the time of shipping.

In the event of shipping by truck on our behalf, at our expense, the rate applied, if it is not subject to the regulations in effect concerning shipping, may not, without our agreement, be greater than the SNCF rate. Whether the shipping is done at the expense of the supplier or at our expense, the transfer of

ownership and the risks only occurs upon the quantitative and qualitative receipt at the recipient's premises, and the acceptance operations that may be carried out at the supplier's premises are only provisional.

**DELIVERY.** – INFORM YOUR DELIVERY SERVICES AND YOUR CARRIERS THAT UNLESS THERE IS A PRIOR EXCEPTIONAL AGREEMENT, DELIVERIES ARE ONLY ACCEPTED DURING STORE OPENING HOURS.

**ACCEPTANCE.** – The acceptance of merchandise will take place in our stores even when we pick up the merchandise. All articles or quantities that are in excess, without our agreement, can be refused and returned carriage due.

**DEPOSITS.** – The deposits that may be paid are calculated on the value of the merchandise not including tax.

**PRICES.** – Unless there is a contrary express agreement, the prices of our orders are firm and not revisable. If a revision clause exists, IT WILL BE CALCULATED AS A FUNCTION OF THE REAL DELIVERY TIME, BUT THE AMOUNT INVOICED CANNOT BE GREATER THAN THAT WHICH WOULD RESULT FROM THE APPLICATION OF THE FORMULA WITHIN THE CONTRACTUAL TIME FRAME.

**INVOICES.** –

ONE INVOICE IN TRIPLICATE,  
PER ORDER AND PER DELIVERY,  
BEARING OUR ORDER NUMBER,  
SENT AT THE SAME TIME AS THE MERCHANDISE AT THE LATEST,  
ALL NON-COMPLIANT INVOICES WILL BE RETURNED.

**IDENTIFICATION OF THE DOCUMENTS AND PACKAGES.** – ALL DOCUMENTS CONCERNING AN ORDER MUST BE SENT TO THE ISSUING ESTABLISHMENT AND MUST MENTION THE COMPLETE REFERENCES OF THE MATTER ADDRESSED. THE SAME IS TRUE FOR ALL SHIPMENTS, PACKAGES, POSTING, ETC.

**PAYMENT TERMS.** – Unless there is an express special agreement with the supplier specified on the order, and regardless of his address, our payments are made at 90 days end of the month of receipt of the invoice by bank transfer.

For all first orders, please send us a bank account information form (RIB).

In the event of early delivery, accepted by us, the payment period starts to run as of the contractually planned delivery date.

If we agree to keep them, the quantities delivered in excess are covered by a separate payment with a later deadline.

**REJECTS.** – We reserve the right to refuse all merchandise that is not sent in accordance with a proper purchase order, or which does not meet the particular specifications of this order and these general terms. The conditions for execution or acceptance mentioned in our orders must be strictly observed.

All exceptions must be covered by a request for our agreement.

All repairs made without our agreement can be considered poor workmanship, with all of the consequences that this implies, particularly in the case of accidents at our clients' premises.

Rejected merchandise is returned to the supplier, with the shipping costs at his expense, unless he advises us otherwise, in which case it is kept at his disposal. In this case, this merchandise is kept in our Establishments at the risks and perils of the supplier. Beyond a period of 15 days, the procedures for the repair of certain defective parts will be suspended, except in cases of emergency, in agreement with the supplier, and the costs incurred will be at his expense in all cases.

If we request replacement of the rejected articles, the merchandise supplied in substitution or the merchandise rejected and returned to the supplier in compliance with the specifications of our order is invoiced on the same bases as the delivery for which the rejects were detected.

The value of the rejected merchandise is credited to us, increased, if applicable, by a sum to compensate for the shipping expenses calculated in proportion to their weight with respect to the total weight of the shipment.

**WORK CARRIED OUT BY CONTRACTORS WITHIN OUR ESTABLISHMENTS.-** The Company declines all liability with regard to accidents or incidents due to contractors that occur within the establishment during their work.

**APPLICABLE LAW.-** Only French law is applicable.