

**1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE – ENFORCEABILITY**

Unless otherwise agreed with the supplier, these general terms and conditions of purchase govern the general provisions applicable to all orders for products, services or technical information of any kind.

**2. ORDERS**

The order is deemed accepted and binding upon receipt by the buyer of the order acknowledgment, which must be sent to the buyer within fifteen (15) calendar days of the order date.

The buyer shall be entitled to cancel the order without penalty if the order acknowledgment is not received within this 15-calendar-day period.

Until the supplier confirms the order, the buyer is entitled to modify it. The supplier shall promptly notify the buyer of any change in price or delivery schedule resulting from such modifications.

An order accepted by the supplier constitutes a firm and definitive commitment and implies acceptance of these General Terms and Conditions of Purchase and any special conditions, unless expressly reserved in writing and accepted by the buyer.

**3. PRICES**

Unless otherwise agreed, the order price is fixed and includes packaging costs and any other costs, risks, or charges related to the execution of the order. Additional costs must be agreed in writing in advance by the buyer and specifically indicated on the order form. No advance payment, deposit, or down payment shall be due unless expressly stipulated in the order or special conditions.

Any change in the supplier's prices or payment terms must be communicated to the buyer by written notice.

Any such changes shall only apply to the buyer one (1) month after the buyer has received written notification.

**4. COMPLIANCE**

The supplier guarantees that the products, services, or technical information delivered, as well as the packaging and labeling (if applicable), comply in all respects with the buyer's order and are free from any defects or deficiencies.

In case of non-compliance and within one (1) month of receipt at the buyer's premises, the buyer may either:

- cancel the order after notifying the supplier; or
- obtain, at the supplier's expense, the immediate replacement or correction of the non-compliant products or remediation of defective services or technical information, without prejudice to any compensation that may be claimed by the buyer for all direct and indirect financial consequences resulting from damage of any kind caused to persons or property.

Non-compliant goods shall be returned, where applicable, to the supplier, carriage paid, accompanied by a "return slip" specifying their condition.

**5. WARRANTY**

Unless otherwise agreed, the supplier guarantees products for at least twenty-four (24) months from the date of receipt. During this period, the supplier shall repair or replace any defective products.

For services or technical information, the supplier shall, for a period of twelve (12) months from delivery or completion, provide remediation, correction, or support to remedy defects, errors, or failures, consistent with industry standards.

Replacements, repairs, or corrections under this article shall be carried out within a maximum period of forty-five (45) days from the date of written notification by the buyer.

In any event, the supplier shall be liable and undertakes to bear all direct and indirect financial consequences resulting from damage of any kind caused to persons and/or property, as well as measures of withdrawal, suspension, consignment, return with reimbursement to the customer, modification, and/or destruction of products, whether these measures are ordered by public authorities (including the courts) or voluntary, and regardless of the reason given: in particular in the event of a hidden defect, non-compliance with a standard or regulation, or a safety defect.

**6. COMPLIANCE WITH REGULATIONS**

The products, services, or technical information must comply with all applicable legal and regulatory requirements, including:

- quality, composition, presentation, and labeling;
- labor law and employment: in any event, the supplier shall refrain from offering for sale any products that may have been manufactured by minors;
- the provisions of international conventions on the rights of the child and, more specifically, those relating to child labor;
- environmental law.

Consequently, the supplier agrees that the buyer may carry out compliance audits, either directly or through a designated service provider, in order to verify compliance with the above standards.

Any breach of the above provisions will result in the immediate termination of commercial relations, without notice.

**7. CONFIDENTIALITY**

The Information is Confidential without the buyer having to specify this or mark it as confidential. The Results are considered Confidential Information belonging to the buyer. The supplier shall not disclose the Confidential Information without the buyer's prior written consent.

The supplier undertakes:

- to use the Confidential Information solely for the purposes of fulfilling the Order;
- to disclose the Confidential Information only to members of its staff directly involved in the performance of the Order and only to the extent that such disclosure is necessary for the performance of the Order;
- not disclose or make available, in whole or in part, Confidential Information to third parties without the prior written consent of the buyer;
- ensure that its personnel and any other person authorized by the buyer to access the Confidential Information comply with the confidentiality obligations imposed on them under this "Confidentiality" clause.

However, the above obligations shall not apply to Confidential Information that:

- was already in the public domain prior to its disclosure or subsequently, but, in the latter case, through no fault attributable to the supplier;
- was, at the time of its receipt by the supplier, in its lawful possession, provided that it is able to prove this by written document;
- was lawfully acquired from third parties, without restriction as to its disclosure, if the supplier is able to prove this.

If the supplier is required, pursuant to a law or a binding judicial or administrative decision, to disclose the buyer's Confidential Information, it shall immediately notify the buyer and request that the persons or entities to whom such Information is to be disclosed treat it as confidential.

In the event of termination of the Order for any reason whatsoever or upon its expiration, the supplier undertakes to return the Confidential Information to the buyer without delay and/or to destroy any medium containing all or part of such Confidential Information. The supplier shall provide the buyer with a certificate attesting to such complete return or destruction. Such return or destruction shall not release the supplier from its confidentiality obligations under this article.

The supplier undertakes not to publish any article or advertisement relating to the Order and/or the Supply and/or any other information relating to its business with the buyer without the latter's prior written consent.

Unless otherwise specified in the Order, the confidentiality obligations provided for in this article shall remain in force throughout the duration of the Order and for a period of 3 (three) years from the end of the warranty period for the Supply.

If Confidential Information owned by third parties is disclosed to the supplier, any more restrictive confidentiality requirements imposed by such third parties shall be passed on to the supplier.

In order to ensure the security and integrity of the buyer's Confidential Information and its media, and in accordance with the Contractual Security Requirements, if applicable, the supplier shall take all necessary precautions to protect them.

For its part, the Buyer undertakes to comply with the same confidentiality obligations with regard to information originating from the supplier and expressly designated as confidential. It is specified that any information to which the buyer may have access during visits to the supplier's premises shall be considered confidential. These confidentiality obligations shall be subject to the exceptions provided for in the above article.

**8. DELIVERY****a. Packaging**

Products must be properly and sufficiently packaged in appropriate packaging that takes into account their nature and the precautions to be taken to protect them from bad weather, corrosion, loading or unloading accidents, transport and storage constraints, vibrations or shocks, etc. Packages shall be clearly identified by reference to the buyer's corresponding purchase order.

The supplier shall be liable for breakage, missing items, and damage resulting from incorrect or unsuitable packaging, marking, or labeling.

Any materials requiring customs clearance shall be cleared at the supplier's expense.

**b. Delivery date**

The delivery date specified on the purchase orders is binding.

The buyer shall be immediately notified of any event that may affect the order. The supplier must immediately notify the buyer in writing of such an event, as well as its probable duration and its consequences on delivery times.

Any order delivered before the "earliest" delivery date may result in the goods being returned at the supplier's expense.

Similarly, any order not delivered within the "latest" delivery time may be canceled by the buyer, who may, if they wish, return the goods at the supplier's expense.

However, in the event of a postponement of the delivery deadline accepted by the buyer, the supplier undertakes to pay the buyer compensation equal to 2% per week of delay, calculated on the amount of the undelivered goods (purchase price excluding VAT).

These sums are due without prior notice and will be paid in the form of a credit note.

c. Acceptance

Acceptance by the buyer shall take place at the place of delivery specified in the order for the purpose of verifying the quality and quantity of the supplies in accordance with the order.

The buyer shall have the right to refuse products that do not comply with the order and shall notify this refusal in writing. The supplier shall take back the refused products at its own expense within a maximum of 10 working days from notification of the refusal. In the event of minor non-compliance, the buyer may proceed with acceptance with reservations.

d. Transport

Unless otherwise specified on the order, the transportation of products shall be at the supplier's risk and expense.

#### 9. TRANSFER OF OWNERSHIP AND TRANSFER OF RISKS

Unless otherwise agreed, the transfer of ownership and risk shall take place as follows:

- For goods delivered to the buyer's warehouse or depot: ownership and risk shall pass upon receipt of the goods at the buyer's premises, as evidenced by a delivery receipt, in accordance with Delivered at Place (DAP) Incoterm 2020.
- For goods collected by a carrier designated or approved by the supplier: ownership and risk shall pass upon handover to the carrier at the supplier's premises or consolidation platform, as evidenced by a receipt, in accordance with Ex Works (EXW) Incoterm 2020.

#### 10. INTELLECTUAL PROPERTY

The supplier guarantees that the products, services, or technical information delivered are not subject to any industrial or artistic property claims (patents, trademarks, designs and models), and that photographs of the products may be reproduced on any medium, including the Internet, unless otherwise specified in a letter sent by registered mail with acknowledgment of receipt.

#### 11. FORCE MAJEURE

Each Party shall notify the other Party in writing as soon as possible and no later than ten (10) calendar days after the occurrence of a force majeure event preventing it from performing its obligations under the contractual documents.

Obligations whose performance is rendered impossible by the occurrence of a force majeure event shall be suspended for the duration of that event.

The Party invoking force majeure undertakes to take all measures to limit the detrimental consequences of that event for the other Party.

For the purposes of this clause, only an event meeting all of the following conditions may be considered a case of force majeure:

- The event must be beyond the control of the Party invoking it.
- The event could not reasonably have been foreseen when the Order was placed.
- The effects of this event cannot be avoided by appropriate measures.
- This event prevents the Party invoking it from fulfilling its obligation.
- The supplier may only invoke delays on the part of its own suppliers or subcontractors when the cause of these delays can be considered a case of force majeure under this clause.

#### 12. BILLING

Invoices, which must be sent to ERNEO via the email address [compta@erneo.fr](mailto:compta@erneo.fr), must include all the information specified in Article L. 441-3 of the French Commercial Code.

They must also include the order number, the mode of transport and the destination of the goods, as well as any specific details indicated on the order.

For the calculation of payment terms, the date to be taken into account is the date of actual receipt of the goods.

Unless otherwise specified in the order, invoices are payable by bank transfer.

#### 13. INSURANCE

The supplier undertakes to take out, at its own expense, the necessary insurance cover to cover its liability arising from the performance of this contract for any bodily injury, property damage, or consequential loss. At the buyer's request, the supplier shall provide the buyer with certificates of general and professional liability insurance, dated within the last six months.

In all cases, the supplier shall provide, at the buyer's request, appropriate insurance covering the products until their arrival at the buyer's premises or any other destination approved by the buyer.

**14. JURISDICTION**

Any disputes shall fall under the exclusive jurisdiction of the Commercial Court of Montpellier - FRANCE, notwithstanding any provision to the contrary in the supplier's general terms and conditions of sale or in any of its commercial documents (order confirmation, delivery notes, invoices, etc.).

**15. EXPORT CONTROL**

The supplier acknowledges that the products, services, or technical information delivered under this order may be subject to export control laws and regulations of France, the European Union, the United States, or any other applicable jurisdiction.

The supplier undertakes to:

- Comply with all applicable export control laws, regulations, and restrictions relating to the sale, transfer, or provision of the products, services, or technical information;
- Not export, re-export, or transfer, directly or indirectly, any products, services, or technical information supplied under this Order to any country, entity, or individual prohibited by applicable law without obtaining all required licenses or authorizations;
- Provide the Buyer with a completed Customer End-Use / Export Control Certificate (CECC) for all products or technologies delivered under this Order, along with any other documentation necessary to comply with applicable export control regulations;
- Promptly provide any additional information or documentation required for export control compliance, including classification information and applicable export licenses.

Any breach of export control obligations by the Supplier shall entitle the Buyer to suspend deliveries, terminate the Order, or claim compensation for damages, without prejudice to any legal or regulatory penalties that may apply.