	General Terms and conditions of Purchase	Référence	FCQ-0095
		Révision N°	01
		En date du	10/01/2014
		Page	4 / 6

Clause 1. Terms and conditions applicable

These General Terms and Conditions of Purchase apply to all orders, both for services, manufactured or custom-made products made by CFT and affiliated companies of the CFT Group (hereinafter the "PURCHASER"), regardless of the products, materials, equipment, parts, components and related services concerned (hereinafter the "Products"). Consequently, the acceptance of an order placed by the PURCHASER requires every Supplier to comply fully with these Terms and Conditions of Purchase, any Special Conditions and any indications shown in the PURCHASER's order, and implies, on the part of the Supplier, a waiver of any general terms and conditions of sale, without prejudice to the mandatory provisions of Article L.441-6 of the French Commercial Code. In the event of their being any inconsistency between these General Terms and Conditions of Purchase and the Special Conditions, the latter shall prevail, and the indications made in the PURCHASER's order shall prevail over both the General Terms and Conditions of Purchasing and the Specific Conditions.

Clause 2. Acknowledgement of receipt of order

The Supplier shall acknowledge receipt of the order at the latest within 2 working days from the date of issue of said order. Otherwise, any start made on fulfilling the order shall constitute tacit and unreserved acceptance of the order and these General Terms and Conditions of Purchase. Any reservation/comment/restriction or modification to the order by the Supplier as a derogation from these General Terms and Conditions of Purchase and / or the Special Conditions of Purchase shall be subject to the prior written agreement of the PURCHASER.

Clause 3. Delivery Time

Time is of the essence. Therefore, the delivery date specified on the order is mandatory. It corresponds to the date on which the Supplier undertakes as an imperative to provide the Products to the PURCHASER at the address specified in the order, and the Products must be in compliance with the order in terms of quantity and quality. Any early delivery and / or partial delivery must be expressly authorised by the PURCHASER. The Supplier shall inform the PURCHASER as soon as possible of any foreseeable delay in fulfilling the order, without such notification having the effect of exempting it from liability. The Supplier shall use its best efforts to anticipate and limit the adverse consequences of any delay in delivery of the supplies to the PURCHASER.

If the supply is not delivered on the agreed Delivery Date, the PURCHASER may terminate all or part of the order under the conditions of Clause 18.

Clause 4. Transportation - Packaging - Shipping - Receipt

The delivery will be made in accordance with the Incoterms 2010 specified in the order. If no Incoterm is specified in the order, the Supplier shall make delivery DAP (Delivered at Place). The Supplier shall provide, at its own expense and under its responsibility, the packaging required for complete protection of the Products until delivery. If transportation is the responsibility of the Supplier, it then chooses its mode of transport and assumes all associated costs, liabilities and risks until delivery of the Products at the place indicated in the PURCHASER's order. The Supplier shall at its own expense take out the necessary insurance to cover the Products until delivery. The delivery must necessarily be made during the PURCHASER's business hours or those of the recipient of the delivery. Any delivery shall be refused if it is not accompanied by a detailed note indicating in particular the full references for the PURCHASER's order, as well as all documents necessary for the proper use of the Products. A simple signature on the delivery note shall not constitute acceptance and shall not relieve the Supplier of its obligation to deliver correctly and free of defects. A delivery is only deemed accepted by the PURCHASER after checking the compliance of the delivery with the order and any accompanying technical documents, with regard to both quantity and quality. In the event of refusal to accept or acceptance with reservations after checking, the PURCHASER may, without prejudice to any damages and / or penalties for late payment, (1) require the Supplier: (a) to replace free of charge any defective or nonconforming products, or (b) to repair or modify them free of charge, (c) or to provide a full or partial credit note, or (2) to proceed through any third party of its choice, and after consulting with the Supplier, with the repair of the Products concerned at the Supplier's expense. All returns of rejected

Products and all deliveries of new Products or repaired Products will be at the expense and risk of the Supplier.

Clause 5. Supplier default

5.1 In the event that the Supplier is unable to satisfy the requirements of the order, the PURCHASER may either, at the expense of the Supplier, bring in a third party to replace it, and the Supplier shall facilitate the order's fulfilment by the third party, or cancel the order under the conditions of Clause 18.

5.2 In all cases, the PURCHASER reserves the right to seek reimbursement of any amounts already paid to the Supplier and claim an amount equal to the entire loss suffered.

Clause 6. Penalties for delay

In the event of any delay in delivery and / or in the event of non-acceptance or partial acceptance and / or with reservations, the PURCHASER reserves the right to require the Products to be despatched for rapid delivery at the Supplier's expense, and / or apply, without the need for prior notice or any court decision, the penalties for delay hereinafter specified. The rate for penalties for delay is set at 1% of the pre-tax amount of the order per calendar day of delay. Penalties for delay are capped at 20% of the pre-tax amount of the delayed order. They shall be without prejudice to other rights and remedies of the PURCHASER.

These penalties shall not constitute any discharge and therefore cannot be regarded as full and final compensation for damage suffered by the PURCHASER. Accordingly, notwithstanding the cap on the penalties mentioned above, the PURCHASER reserves the right to obtain full compensation from the Supplier for the direct and indirect damages resulting from the delay.

Cases of *force majeure* which may be invoked by the Supplier shall be taken into consideration only within the strict limits of their external, unforeseeable and insurmountable character for the Supplier and provided that it has informed the PURCHASER in writing within a maximum period of eight days from the occurrence of the *force majeure* event.

Clause 7. Price

Prices and payment terms are provided in the Special Conditions or in the PURCHASER's order. Product prices do not include taxes. They are firm and final. They cover the entire performance and are therefore deemed to include all costs related to packaging, sealing, insurance and transportation of the Products to the place of delivery.

The amount of any penalties and damages that would be charged by the PURCHASER may be offset with the payment of any amount due or remaining due to the Supplier.


Clause 8. Invoicing and Payment

The Supplier shall submit its invoices to the PURCHASER's Accounting Department. To be paid within the agreed time, the invoices must include the appropriate references, including those relating to the order, delivery note and the Supplier's VAT number. In all cases, the Supplier is not permitted to request the PURCHASER's accounts payable for a payment term which is different from that provided in the contract. If there is no contract between the PURCHASER and the Supplier, the payment term for invoices is 45 days end of month.

In the event that the PURCHASER grants the SUPPLIER advances or payments on account for the amount of the order, the payment must be covered by a first demand guarantee in a model acceptable by the PURCHASER.

Clause 9. Title - Transfer of risk

The transfer of risk shall take place upon delivery of the Products at the site specified in the order and the Supplier expressly waives any provision to the contrary. The transfer of ownership shall take place once the Product is accepted by the PURCHASER or as and when they are performed for the Results. This transfer of ownership does not release the Supplier and the PURCHASER from their respective obligations. The PURCHASER may, for all countries, freely use, license, exploit or transfer such Results. It is thus

	General Terms and conditions of Purchase	Référence	FCQ-0095
		Révision N°	01
		En date du	10/01/2014
		Page	5 / 6

specified that for Results which may be protected by copyright (especially software), the property rights thus transferred to the PURCHASER cover the right of representation, reproduction, translation, adaptation, modification, sale, use, possession, duplication and more generally all exploitation rights for any purpose for the legal term of protection of the property rights. The PURCHASER may therefore exploit such results, as the owner, more broadly on all media and for the most diverse purposes.

The Supplier shall not use the results for any purposes other than those relating to the fulfilment of the order.

Clause 10. Fulfilment of orders

The Supplier shall ensure that all the technical information and materials provided are appropriate and sufficient for the proper fulfilment of the order. The Supplier shall not in any way assign, in whole or in part, the PURCHASER's orders without the PURCHASER's prior written consent. In case of sub-contracting, the Supplier remains fully responsible for the complete and perfect fulfilment of orders. If service provision is executed on the PURCHASER's site, the Supplier agrees to comply with all legal and specific obligations on the PURCHASER's site incumbent upon it with regard to safety, hygiene and health protection. Any provisional planning the PURCHASER may communicate to the Supplier is solely for reference purposes and in no way holds the PURCHASER responsible for any reason whatsoever, or give rise to the payment of compensation of any kind whatsoever, including for non-compliance with the provisional planning.

Clause 11. Health and Safety

If the Supplier provides services on the PURCHASER's site, or on the site of a customer of the PURCHASER, the Supplier shall only use the services of staff who have received specific training on health and safety issues. The Supplier must comply with (and ensure that its staff and the staff of its subcontractors comply to) the health and safety rules and guidelines in force on the PURCHASER's site or on the site of a customer of the PURCHASER or specified in applicable laws. In all cases, the Supplier shall not commence services until it has established with the PURCHASER or client of the PURCHASER a coordination plan for health, safety, environment and security, which defines the measures to be taken and complied with to prevent risks to health and safety at the service delivery site. The Supplier shall apply (and ensure that its staff and the staff of its sub-contractors apply) the coordination plan.

Clause 12. Contractual guarantee

Without prejudice to any applicable statutory/legal guarantee, and unless otherwise agreed in writing between the Supplier and PURCHASER, the Supplier guarantees the Products against any defects (including but not limited to in material or workmanship), faults or non-conformity for twenty four (24) months following delivery of the Products. During the guarantee period, and at the request of the PURCHASER, the Supplier shall, at its own expense and at the option of the PURCHASER, repair or replace all or part of the defective Product. Any replacement or repair shall be carried out in the shortest time and at the latest within five (5) days of the PURCHASER's request. If, according to the PURCHASER, the replacement or repair must be carried out immediately, or if the Supplier fails to remedy the defect within the abovementioned period, the PURCHASER shall be entitled, at its sole discretion, to remedy the defect at its own initiative or have the defect corrected by a third party of its choice at the Supplier's expense, or claim a reasonable reduction of the purchase price or claim a refund of the purchase price. Any return of defective parts and / or Products to the Supplier and any delivery of new Products or repaired Products provided by the Supplier under the guarantee shall be at the expense and risk of the Supplier. Without prejudice to any other remedies, the Supplier shall compensate and hold the PURCHASER harmless from all losses and costs, including those relating to fault detection, control, dismantling and reassembly costs, transportation, labour, travel and accommodation, incurred or paid by the PURCHASER due to the defective product, or in connection with such defect and in particular (i) all costs, losses, damages and expenses (including legal fees) which may be incurred by the PURCHASER in the event of default on the part of the Supplier, (ii) penalties charged to the PURCHASER by its customers, (iii) all costs relating to the intervention of a third party to continue the fulfilment of the order instead of the SUPPLIER, (iv) any loss of income by the PURCHASER generated by cancellation of the order.

Clause 13. Export

The Supplier acknowledges that the products, technologies, materials, tools, software, data and technical information (including service provision and training), even integrated with other products delivered to the PURCHASER, may be subject to export controls, European export regulations or other applicable laws and regulations regarding export and, in this case, must have authorisation under these laws and regulations. The Supplier agrees to comply with all applicable regulations relating to export controls, and acknowledges its responsibility to obtain licenses to export, re-export or import as may be necessary. The Supplier shall not be permitted to use and provide products, technologies, materials, tools, software, data and technical information (including service provision and training), even integrated with other products delivered to the PURCHASER for any end-use relating to the nuclear industry, missiles, or chemical and biological weapons. If the PURCHASER so requests, the Supplier shall sign written assurances and other export-related documents as may be necessary to comply with U.S. regulations and other applicable export regulations. The Supplier shall keep the PURCHASER continuously informed in detail of any existing or expected embargo and any law or regulation, existing or expected, on the control of international trade relating to the Products. The Supplier further agrees to promptly notify the PURCHASER of the classification and of any changes in the classification of any Product subject to such laws and regulations, including EC Order 428/2009 and U.S. EAR regulations (Export Administration Regulations). The information provided to the PURCHASER shall include the ECCN code and the value of the U.S. content of each Product. The Supplier acknowledges that it has the responsibility to obtain the necessary licenses and agrees to obtain them prior to actual export.

Clause 14. Liability and Insurance

14.1 Liability

The Supplier is responsible for any damage or loss suffered by the PURCHASER or any third party due to any non-fulfilment or improper fulfilment of the related order, including defects concerning design, compliance, completion, operation or performance of the supply and all visible or hidden defects or flaws. The assistance that the PURCHASER may render to the Supplier for the completion of the supply or controls which the PURCHASER reserves the right to carry out shall not in any way exempt the Supplier of its responsibility for the provision.

14.2 Insurance

Documentation, tools or supplies belonging to the PURCHASER and entrusted to the Supplier are under its responsibility. The Supplier shall take out insurance covering said property against risks of destruction, theft, fire or other such event.


The Supplier shall also as an imperative take out a third party liability insurance policy (Business / Operation / After Delivery) which covers the financial consequences of its civil liability in cases where an action is brought against it for personal injury, property damage and consequential damage caused to the PURCHASER or a third party owing to its Products, services or activities. The Supplier shall provide evidence to the PURCHASER of such insurance on request. It shall also ensure that its suppliers or any subcontractors comply with the provisions of this clause.

Clause 15. Force majeure

The Supplier must as an imperative notify the PURCHASER by registered letter with acknowledgment of receipt within five calendar days of the occurrence of a *force majeure* event as understood by case law preventing it from fulfilling its obligations. If the duration of this event exceeds more than one month from the date of dispatch of the letter referred to above, the PURCHASER shall have the right at its option to cancel the order.

Clause 16. Intellectual Property

The Supplier guarantees that the Products supplied to the PURCHASER do not violate any intellectual property right, including any patent, patent application, trademark, right of reproduction, know-how, plan, and drawing (hereinafter referred to as the "Intellectual Property Rights") of any third party. The Supplier shall hold the PURCHASER, the companies in the PURCHASER's group and the PURCHASER's customers harmless from any and all claims and liability arising out of any violation or alleged

	General Terms and conditions of Purchase	Référence	FCQ-0095
		Révision N°	01
		En date du	10/01/2014
		Page	6 / 6

violation, whether direct or indirect, of the Intellectual Property Rights of any third party as a result of the sale or use of the Products.

Plans, specifications and technical documents and, in general, all intellectual property rights provided by the PURCHASER to the Supplier, or which may arise in the course of fulfilling orders, where they involve, in the latter case, devices dedicated to the PURCHASER, are the sole property of the PURCHASER. The Supplier shall not be permitted to use them for purposes other than the fulfilment of the PURCHASER's orders. All these intellectual property rights are reserved and may not be reproduced, used, exploited, represented, licensed or disclosed to third parties in any way whatsoever without the prior written permission of the PURCHASER. This property is defined for an indefinite period on all territories and for all rights attached thereto, including the rights of use, reproduction, representation, manufacture, application, translation, adaptation and operation. The PURCHASER shall retain ownership of the specific tools it provides, where applicable, to the Supplier. The Supplier then assumes sole custody of these tools, as well as the associated risks, and agrees to return them to the PURCHASER on request. The Supplier shall not be permitted use of said tools for purposes other than the fulfilment of the PURCHASER's orders.

The PURCHASER shall acquire full ownership of all results, studies, developments or services carried out under the order, including, without limitation, all inventions, all documents, all software and all hardware obtained by the Supplier in the course of fulfilment of the order. However, should applicable law give ownership of the results to the Supplier, the Supplier agrees to transfer, free of charge, for the duration and for all the countries concerned, the ownership of such results to the PURCHASER.

Clause 17. Confidentiality and Publicity

17.1 Confidentiality

The Supplier agrees to keep confidential, for the duration of the order and 5 years after its expiry and / or its cancellation, all technical, industrial, commercial and financial information it has had access to in the course of or in connection with its contractual relationship with PURCHASER. The Supplier shall not disclose, in whole or in part, such information to a third party, nor use it for purposes other than fulfilment of the PURCHASER's order without the prior written consent of the PURCHASER. These General Terms and Conditions of Purchase, the Special Conditions and the PURCHASER's orders shall be considered confidential. The Supplier agrees to take appropriate measures in respect of its employees, potential suppliers or subcontractors to ensure compliance by them with this obligation of confidentiality.

17.2 Publicity

Under no circumstances and in any form may the orders give rise to any direct or indirect publicity without the prior written consent of the PURCHASER.

Clause 18. Cancellation

In the event of failure by the Supplier to fulfil any of its obligations, the PURCHASER shall be entitled, 10 days after sending a notice which has gone unheeded, to automatically cancel or rescind the order(s) concerned by simple registered letter with acknowledgment of receipt, without prejudice to any damages the PURCHASER may claim in compensation for any damages suffered or costs incurred.

Clause 19. Transfer

The Supplier shall not, as principal or accessory, assign or transfer its rights and obligations under the order, whether free of charge or for consideration, without the prior written consent of the PURCHASER.

The PURCHASER may assign or transfer all or part of its rights and obligations, including to the final customer.

Clause 20. Change in the Supplier's legal status

In the event of any change in the legal status of the Supplier (such as change of control), the Supplier agrees to inform the PURCHASER in the shortest possible time, and to provide all information relating to the operation. If the PURCHASER considers that this change (i) is likely to compromise the obligations of the Supplier under the order, or (ii) threatens the market position of the PURCHASER, or (iii) creates a potential or

proven conflict of interest with the PURCHASER, the PURCHASER shall be entitled to cancel the order in accordance with Clause 18.

Clause 21. Jurisdiction - Applicable Law

Any dispute relating to the formation, interpretation or enforcement of these General Terms and Conditions of Purchase and / or the Special Conditions and / or orders of the PURCHASER, as well as any difficulties with regard to the commercial relations between the parties, shall be within the exclusive jurisdiction of the Commercial Court of Le Havre (France) ruling in accordance with French law.

Clause 22. Commitment

The Supplier, after having reviewed them, fully adheres to all provisions contained in these General Terms and Conditions of Purchase.

Company :

Name / Fonction :

Date :

Signature and stamp :
(red and approved)