



# General conditions of purchase

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Révision N°	02
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## Section 1. Purpose

The purpose of these General Terms of Purchase is to define the terms under which all Suppliers shall deliver to the Buyer the following goods ("Supplies") and/or Services, defined by the Purchase Order to which these General Terms of Purchase are appended. The Buyer is defined as any company affiliated with the SOGESTRAN Group within the meaning of Article L.211 of the French Commercial Code (*Code de commerce*).

## Section 2. Contractual documents

The contract concluded between the Supplier and the Buyer consists of the following documents, listed in descending order of priority:

- The purchase order and its appendices, if any
- These General Terms of Purchase
- The Supplier's offer.

## Section 3. Terms applicable to SOGESTRAN purchases

Acceptance of a purchase order by the Supplier shall oblige the latter to comply unreservedly with these General Terms of Purchase, with any Special Terms and Conditions, and with the information appearing on the Buyer's purchase order and shall act as a waiver by the Supplier of any of its own general terms of sale, without prejudice to the mandatory provisions of Article L.441-6 of the French Commercial Code.

## Section 4. Delivery times

The terms and delivery times stated on the Buyer's order form shall correspond in particular to the period indicated on the Supplier's commercial offer. The Supplier undertakes to deliver its Supplies and/or Services within the stated delivery times to the address (warehouse, shop, shipyard or vessel) mentioned on the purchase order.

## Section 5. Packaging - Transport - Delivery - Receipt

The Supplies shall be delivered in accordance with the terms defined on the purchase order. The delivery terms shall be construed in accordance with Incoterm® 2021. If not specified on the order form, the Supplier shall carry out the delivery DDP (Delivery Duty Paid).

Delivery must be made during the opening hours of the Buyer or the recipient of the shipment.

Any delivery may be refused if it does not include a detailed Delivery Note (DN) specifying the reference information for the Buyer's purchase order as well as all the documents necessary for the proper use of the Goods.

For Supplies, the mere signing of the Delivery Note of the Supplier or carrier shall not constitute acceptance and shall not exonerate the Supplier from its obligation to ensure a compliant delivery, free of defects. The order shall be deemed to be accepted by the Buyer only after the delivery has been checked for compliance with the order and the accompanying technical documents, both in terms of quantity and quality. All returned or rejected Supplies and all deliveries of new or repaired Supplies shall be at the Supplier's expense and risk. The Supplier undertakes to remove such Supplies within seven (7) days of the Buyer's request.

## Section 6. Penalty Fees

In the event of late delivery, late performance, and/or in the event of refusal of acceptance or partial acceptance and/or acceptance with reservations, the Buyer reserves the right to demand the express shipment of the Supplies at the Supplier's expense, and/or to apply the penalty fees provided for below without the need for advance formal notice or any court order whatsoever. The rate of penalty fees is set at 1% of the total amount, excluding taxes, of the order per calendar day of delay. The rate of penalty fees is capped at 20% of the total amount, excluding taxes, of the order. These penalty fees are without prejudice to the other rights and remedies of the Buyer.

These penalty fees do not give rise to a discharge of obligations and therefore shall not be considered as a fixed and final compensation for the loss suffered by the Buyer. As a consequence, notwithstanding the aforementioned cap on late penalty fees, the Buyer reserves the right to obtain full compensation from the Supplier for the direct and indirect loss suffered as a result of such delay.

Cases of force majeure that may be invoked by the Supplier shall only be taken into consideration within the strict limit of their external, unforeseeable, and insurmountable nature for the Supplier and on the condition that the latter has informed the Buyer in writing within no more than two (2) days from the date of the force majeure triggering event.

## Section 7. Price

The prices and payment methods shall be provided for in the Specific Terms and Conditions or in the Buyer's purchase order. The prices of Supplies and/or Services are net of tax. They are fixed and final for a period of one year.

They cover costs of packaging and packing, insurance, transport, any customs duties and taxes, and unloading at the place of delivery.

The amount of any penalty fees and damage invoiced by the Buyer may be set off against the payment of any sum due or remaining due to the Supplier.

## Section 8. Billing and terms of payment

The Supplier shall send its invoices to [compta\\_fournisseurs@sogestran.com](mailto:compta_fournisseurs@sogestran.com) in native PDF format. In order to be payable within the agreed timeframes, invoices must include the reference information from the Buyer's purchase order, the Supplier's delivery note, and its VAT number. In any event, the Supplier is not authorised to request that the Buyer's staff in charge of supplier accounts grant a payment deadline different than the one stipulated in the purchase order or the specific terms and conditions. By default, the payment deadline for invoices is set at forty-five (45) days after the end of the month.

In the event that advances or down payments on the order amount are granted by the Buyer, their payment shall be covered by an at-first-demand guarantee under acceptable terms.

## Section 9. Transfer of ownership and risks

The transfer of risks shall be carried out in accordance with the delivery deadline and Incoterm® indicated in Section 5, it being specified that the Supplier expressly waives any clause to the contrary. The transfer of ownership shall take place once the Supplies and/or Service have been received by the Buyer or as and when they are completed. This transfer of ownership shall not discharge the Supplier and the Buyer of their respective obligations.

## Section 10. Health - Safety - Security - Environment

The Supplier shall incorporate into its management system provisions on health and safety that are specific to its Services. It undertakes to comply with all legal and special obligations on safety, security, health, and environmental protection.

If the Supplier supplies Services on the Buyer's site or at the site of a customer of the Buyer, the Supplier shall only assign staff members who have received specific training on health and safety issues on work sites to perform the Services. The Supplier shall comply with, and shall ensure that its own staff members and those of its contractors comply with, the health, safety, and environmental rules in force at sites where it operates. In any event, the Supplier shall not begin the Services before preparing the mandatory documents (prevention plan, safety protocol, etc.) with the Buyer or the Buyer's customer.

## Section 11. Contractual warranty

Without prejudice to any applicable legal warranty, and unless otherwise agreed in writing between the Supplier and the Buyer, the Supplier shall warrant the Goods against any defect, deficiency, or non-conformity for twenty-four (24) months after delivery of the Goods. During the warranty period, and at the Buyer's request, the Supplier shall repair or replace all or some of any defective Supplies, as chosen by the Buyer, at the Supplier's expense. Defective Supplies shall be replaced or repaired within the shortest timeframe, and no later than five (5) days after the Buyer's request.

## Section 12. Liability and insurance.

### 12.1 Liability

The Supplier is liable for any damage or loss suffered by the Buyer or any third party as a result of any non-performance or poor performance of the order related in particular to defects in the design, conformity, execution, operation, or performance of the Supplies and all apparent or hidden defects.

### 12.2 Insurance and proof of insurance

The documentation, tools, or supplies belonging to the Buyer and entrusted to the Supplier shall be placed under the responsibility of the latter.

The Supplier shall take out an insurance policy covering said goods against the risks of destruction, theft, fire, or any other loss.

The Supplier and its contractors are also required to take out a General Liability insurance policy (including /Product Liability) covering the financial consequences of its liability in the event that it is sued for bodily injury, property damage, material loss, or financial loss, consequential or not, caused to the Buyer or a third party as a result of its Supplies or its Services.

The Supplier shall provide, at the time it is approved as a supplier and then every year or upon request, proof of its insurance policy, an insurance cover table dated and signed by its insurance company, and a URSSAF certificate to the Buyer or an equivalent document certifying the regularity of the social situation if the Supplier is established or domiciled outside of France and shall hold the Buyer harmless against any claims or penalties in connection hereto. It shall also ensure that its suppliers or any contractors comply with the provisions of this clause.



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### Section 13. Force majeure

The Supplier shall notify the Buyer by registered letter with acknowledgement of receipt within two (2) calendar days of a force majeure triggering event, as understood by case law, preventing it from performing its obligations. If the duration of said event exceeds one month from the date of dispatch of the letter referred to above, the Buyer reserves the right to cancel the order.

### Section 14. Intellectual property

The plans, specifications, technical documents and, in general, all intellectual property rights communicated by the Buyer to the Supplier, or which may arise in the context of the performance of orders, insofar as they concern, in the latter case, devices dedicated to the Buyer, are solely and wholly the property of the Buyer. The Supplier shall not use them for purposes other than the performance of the Buyer's purchase orders. All of these intellectual property rights are reserved and shall not be reproduced, used, exploited, represented, licensed, or communicated to third parties in any manner whatsoever without the prior written consent of the Buyer. This ownership is understood to be for an unlimited period of time, on all territories and for all rights attached thereto, in particular the rights of use, reproduction, representation, manufacture, affixing, translation, adaptation, and exploitation.

The Buyer shall acquire full ownership of all results, studies, developments, or services performed in connection with the order, including, in particular, all inventions, documents, software, and materials obtained by the Supplier during the performance of the order.

### Section 15. Confidentiality and advertising

The Supplier undertakes to maintain the confidentiality of all technical, industrial, commercial, and financial information to which it may gain access in connection with or during its contractual relationship with the Buyer, for the duration of the order and five (5) years after its expiry and/or cancellation. The Supplier shall not disclose such information, in whole or in part, to any third party, nor use such information for purposes other than the performance of orders from the Buyer without the latter's prior written consent.

Under no circumstances and in no way may orders give rise to direct or indirect advertising without the prior written consent of the Buyer.

### Section 16. Protection of personal data

In the event that personal data is processed, the Supplier is required to comply with regulations in force applicable to the processing of personal data and, in particular, the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016). In case of any breach of these regulations, the Supplier undertakes to inform the buyer's data protection officer as soon as possible by email at: [dpo@sogestran.com](mailto:dpo@sogestran.com).

### Section 17. Cancellation

In case of a failure by the Supplier to comply with any of its obligations, the Buyer shall have the right, if no response is received within ten (10) days of sending formal notice to comply, to cancel or terminate automatically the order(s) in question by registered letter with acknowledgement of receipt, without prejudice to any damages to which the Buyer may be entitled in order to obtain compensation for any loss suffered.

### Section 18. Transfer

The Supplier shall not assign or transfer its rights and obligations under the order, whether free of charge or in return for payment, except with the prior written consent of the Buyer.

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

### Section 19. Fight against corruption and money laundering – Ethics

19.1. Within the framework of the Contract, its performance and, more broadly, any transaction related to its implementation, the Supplier/Service Provider warrants that it is acting and shall continue to act in compliance with all legal and/or regulatory and/or local provisions on the fight against corruption, influence peddling, and money laundering as defined notably in Articles 324-1 *et seq.*, 433-1 *et seq.*, and 435-1 *et seq.* of the French Criminal Code (*Code pénal*), both for itself and for the employees involved in the performance of the Contract.

19.2. The Supplier/Service Provider undertakes and warrants that neither it nor its officers, directors, managers, or employees, nor any third party acting in its name and/or on its behalf has made, offered to make, promised to make, or authorised, or will make, offer to make, promise to make, or authorise any payment or benefit whatsoever, directly or indirectly to:

- i. Any government worker;
- ii. Any officer, director, or employee of the SOGESTRAN Group;
- iii. Any political party, member of a political party, or candidate for a public office;
- iv. Any agent or intermediary for the payment or remittance of a benefit of any kind to any of the persons/entities referred to in this section;
- v. Or any other person or entity;

For the purpose of influencing and/or obtaining decisions and/or actions falling within the field of competence of a public person with a view to concluding or retaining a contract, in the event that such a payment or benefit would violate or be contrary to the anti-corruption provisions laid down by the law of all the countries to which the goods covered by the contract would be transported.

19.3. The Supplier/Service Provider declares that it has appropriate internal procedures enabling it to ensure the legality of all financial operations and the origin of any property and/or income that it may make or receive in the course of its business.

19.4. The Supplier/Service Provider undertakes to comply with SOGESTRAN's policies on ethics, health, safety, and the environment.

19.5. The parties have expressly agreed that the SOGESTRAN Group shall be entitled to terminate the present Contract with immediate effect if the Supplier/Service Provider commits acts of corruption, influence peddling, or money laundering, or if the SOGESTRAN Group has sufficiently serious and concordant evidence that the Supplier/Service Provider has committed such acts.

### Section 20. Attribution of jurisdiction – Applicable law

The contractual relationship is governed by French law and excludes the application of the Vienna Convention of 11 April 1980 on contracts for the international sale of goods.

Any dispute relating to the formation, interpretation, or performance of these General Terms of Purchase and/or the Special Terms and Conditions and/or orders placed by the Buyer as well as any difficulty relating to the commercial relationship between the parties shall be settled exclusively by the Commercial Court (*Tribunal de Commerce*) of Le Havre ruling according to French law.

Company:

Name/Position:

Date:

Signature and stamp:

(Preceded by the words "Read and approved")