

## GENERAL TERMS AND CONDITIONS OF PURCHASE MATISEC

### **Description of the document and relationship to the terms of sale**

These General Terms and Conditions of Purchase apply to all orders placed by the Buyer. As a prior and determining condition of the orders, they exclude the application of the Seller's general terms and conditions of sale at any time and even if the Buyer has not rejected them. They may only be modified by Special Conditions expressly stipulated in the order forms. In case of contradiction, the Special Conditions shall prevail. The contract with Seller shall consist of the order, its annexes, which may include technical specifications, and the order acknowledgement. Seller agrees to comply with all regulations pertaining to the supplies ordered and in effect on the date of delivery.

### **Orders**

No change in the provisions of the contract shall be permitted until the corresponding amendment has been agreed, signed and entered into force. Buyer's acknowledgement of receipt or a copy of Buyer's order shall be returned to Buyer unaltered and signed and stamped by Seller. Such acknowledgement shall be accompanied, if applicable, by all supporting documents required by labor and other regulations

### **Financial Terms**

All orders are placed at a firm and non-revisable price, including the supplies and services provided for in the Incoterm appearing in the Special Conditions. This price is exclusive of VAT.

Unless otherwise stipulated at the time of the order, no deposit is paid at the time of order.

Invoices, in accordance with the regulations, are sent to the Buyer by the Seller after the delivery. These invoices are established in 1 copy.

They are edited in the name of the Purchaser and are addressed, except contrary indication, to the following address:

MATISEC  
2, rue Blaise Pascal  
38090 VAULX-MILIEU

Or by email to the following address [comptafournisseur@matisec.fr](mailto:comptafournisseur@matisec.fr)

The Buyer reserves the right to refuse the invoicing and the delivery of any goods which were not the subject of an order in good and due form.

Invoices are paid by bank transfer or cheque according to the method indicated on the invoice.

Any claim of the Seller on sums that the Buyer could possibly owe to him for any reason whatsoever, must be notified by letter RAR at the latest 3 months after the calendar year for which the sum is

claimed. Otherwise, the claim will not be admissible.

## **Deadlines**

Failure to comply with delivery dates and places shall, except in the case of Force Majeure (as defined by case law) proven by the Seller, automatically result in the Seller being put on notice of default and the application of the penalties provided for in the Special Conditions, without prejudice to all other rights and remedies, in particular compensation for all damages and early termination of the contract. The penalties applied shall be 0.5% per working day of delay plus 3%.

## **Logistics**

No shipment shall be made unless the Seller has first drawn up a certificate of conformity of the goods to the specifications in the order (if requested). In the event that particular tests are specified therein, such tests shall be the subject of reports to be attached to the above-mentioned certificates or proofs. Any shipment sent to the Buyer shall be the subject of a shipment note drawn up in one copy by the Seller and containing all the information necessary for the identification of the parcels (in particular, specifying the order references, the nature and the quantity of the goods). This slip will accompany the packages and will be placed in the packaging. The transport and packaging must be adapted to the regulations in force, to the product transported, to its loading, to its transport and to its unloading.

## **Quality control**

The term Acceptance implies the quantitative and qualitative control of the conformity to the order. Acceptance shall be carried out upon arrival at the Buyer's premises or at the place of execution of the work, if necessary at the premises of subcontractors. This inspection shall not modify the obligations of the Seller, who shall remain fully responsible for the conformity of his supplies to the stipulations of the order, as well as for their execution in accordance with the Rules of the Trade and the regulations in force. The Seller shall therefore allow the Buyer's representatives free access to the premises concerned by the order so that they can carry out any inspections, tests or other verification operations. Buyer reserves the right to accept or reject any excess quantities delivered. In the event that the supply does not conform, the Buyer may, at its option, without recourse on the part of the Seller, and at its expense, either request the replacement of the non-conforming supply or proceed or have this replacement carried out, or cancel the contract by registered letter with notice of receipt, all without prejudice to damages to our benefit.

## **Transfer of ownership and risks**

The transfer of property will take place at the delivery of the supply at the place of destination. However, in the event that the Buyer has made advance payments on the supply, the transfer of ownership shall take place at the time of the advance payments, and shall relate to the corresponding raw materials and the part of the supply in the course of execution, which must be individualized. The transfer of risks will take place in accordance with the Incoterm of reference of the order.

## **Retention of title clause**

Any retention of title clauses in the Seller's documents shall not be enforceable against the Buyer.

## **Guarantee**

Unless otherwise specified in the Special Terms and Conditions of the orders, the warranty period

starts from the date of acceptance and lasts for twelve months. During this period, the supply shall be guaranteed, regardless of the reason for its non-conformity (quality defect, malfunction, etc.). In the event of a defect, the warranty shall be extended for a period equal to that of the unavailability of the supply; if it is necessary to proceed with the replacement of all or part of the supply, the warranty period shall run, for the defective element, from the time of its replacement, for a period equal to the duration of the initial warranty, without prejudice to all other rights and remedies of Buyer. In addition, Seller shall remain liable under common law beyond the contractual warranty period for any latent defects in its supply.

The Seller shall remedy any defect in the goods/services with all due diligence and at its own expense, primarily by immediately replacing or bringing them into conformity. He shall also repair any proven harmful consequences of such defects for us, our customers and/or partners. He shall fully guarantee us in this respect. In the event that the Seller is unable to remedy such defects, the Buyer reserves the right to have the necessary work performed by a third party at the Seller's expense, without prejudice to the application of the termination clause and a claim for damages.

The Seller shall remain liable, according to common law, beyond the contractual warranty period, for any latent defects in its supplies.

### **Tools and documents**

The tools and documents are our property and must be clearly identified. They must be insured and maintained in good condition by the Seller. The Buyer reserves the right to take back, without delay, these tools and documents if, in spite of our formal notice, the Seller does not comply with his contractual obligations. Seller shall not use such tools for any purpose other than the performance of the order and shall not destroy them without our prior written consent.

### **Confidentiality**

Seller shall not disclose any information, including technical, commercial or financial information, relating to their relationship or to Buyer without Buyer's prior written consent. It undertakes to obtain the same written commitment from its subcontractors and Sellers.

### **Industrial and intellectual property rights**

The service or orders entrusted by Buyer to Seller do not give Seller any right to the trademarks, logos, distinctive signs or any other rights held by Buyer under industrial and commercial property. Seller shall be responsible for the use, in its supply, of any industrial and intellectual property rights and, more generally, of any proprietary rights, as well as for any fees, costs or claims relating to the use of such rights in the supply or caused by measures taken subsequently to maintain the supply. The Buyer shall defend and hold harmless the Buyer in the event of any action for infringement of the said industrial property rights, and shall fully indemnify the Buyer for any damage suffered by it in this connection. In addition, the Buyer reserves all industrial property rights relating to the supply in the event that it has participated in the financing or execution of the study.

### **Subcontracting**

The Seller undertakes to carry out the supplies and services ordered itself. It may not subcontract all or part of the execution of the order until it has received the written agreement of the Buyer, but shall in all circumstances remain jointly and severally liable with the subcontractor for the proper execution of the order both with respect to the Buyer and to third parties.

## **Damage and insurance**

The Seller shall be fully liable for any bodily, material or immaterial damage caused to the Buyer, its representatives, its employees or to third parties in connection with the execution of the order or arising in any way from such execution. It shall take out an insurance policy with companies known to be solvent to cover the consequences of the above obligations, as well as those of any damage that may occur until the transfer of risks to the Buyer. The Seller shall provide proof of such insurance and its validity to the Buyer. Seller shall not bring any action against Buyer, its representatives or agents, for any damages arising out of or in connection with the performance of the order, particularly in the event of theft, and shall fully indemnify Buyer, its representatives or agents, against any action brought against them by a third party on the same occasions. Seller agrees to obtain from the insurance companies covering such risks that they will waive any recourse as subrogees in the rights of Seller against Buyer, its representatives or its agents. The policies taken out by Seller shall in no way be considered as limiting its obligations and responsibilities under the order.

## **Disputes**

The order and its consequences shall be governed by French law. Exclusive jurisdiction is given to the competent courts of the place of the Buyer's registered office, for all disputes relating to the sale of supplies and to the present conditions, even in the event of multiple defendants or of a call for guarantees and whatever the methods of payment, even by draft or other commercial instruments. This attribution-competence is stipulated in favour of the Purchaser, who reserves the right to seize all other jurisdictions which would have vocation to be competent.

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