

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. VALIDITY

These General Terms and Conditions of Purchase govern the contractual relationship between the company DEJOIE and the Supplier and expressly cancel any clause or condition appearing on the Supplier's documents, regardless of the amount or how they were brought to DEJOIE's attention. Any waiver by DEJOIE of one or more provisions of these general terms does not affect the validity of the other clauses which, by express agreement, remain applicable between the parties.

2. ORDER ACCEPTANCE

These general terms and conditions apply to all orders placed by DEJOIE, notwithstanding any contrary provisions from the Supplier. Only orders issued on DEJOIE's official order forms and duly signed are binding.

The Supplier must return the signed copy of the order form within five days of receipt. After this period, unless the Supplier explicitly indicates their inability to fulfill the order, silence or any commencement of execution shall be deemed full acceptance of these terms, unless DEJOIE notifies the Supplier of its decision to withdraw within fifteen days from the order date.

Any modification made by the Supplier to the order terms shall be deemed void unless DEJOIE gives written agreement within the same five-day period.

3. TRANSPORT

All purchases made by DEJOIE are delivered free of shipping and packaging charges, unless otherwise previously and explicitly agreed in writing.

4. DELIVERY

Each delivery must be accompanied by a delivery note or one posted on the day of shipment.

The delivery date corresponds to the arrival date at the delivery location specified in the order.

5. DELIVERY TIMES

The delivery deadlines specified in the order are strict. In the event of a delay exceeding five days, even with partial deliveries, DEJOIE reserves the right to either cancel the order by registered letter-without owing any compensation-or claim penalties of 0.30% of the order value for the first five calendar days of delay and 1% for each additional day. These penalties are capped at 30% of the order value.

6. RECEIPT OF GOODS

Unless otherwise stated, final receipt of goods always takes place at the delivery address mentioned in the order, even if the order includes the phrase "ex-works Supplier." Until final receipt, the goods travel at the Supplier's or carrier's risk. DEJOIE also reserves the right to carry out any checks at the Supplier's premises without this implying acceptance of the goods.

7. REJECTION OF GOODS

Any goods not conforming to the specifications of the order will be rejected upon delivery at the stated address. The goods will be returned to the Supplier at their expense and must be immediately replaced under the same terms and price as the original order.

8. INVOICING AND PAYMENT

Invoices must be issued in a single copy and sent on the delivery day or, at the latest, by the 3rd of the following month. Unless otherwise agreed in writing before the order, payments are made 45 days end of month from invoice date by bank transfer-for example, April 30 for invoices from the first half of March, and May 31 for those from the second half. In the case of payment by bill of exchange subject to acceptance, no stamp or acceptance fees will be accepted.

9. DUTY TO INFORM AND ADVISE

As a professional, the Supplier is required to provide in writing any relevant information and advice related to the supplied equipment.

10. INDUSTRIAL PROPERTY

The Supplier guarantees DEJOIE peaceful possession of the goods sold, especially in matters of intellectual property and hidden defects. They ensure that the studies, designs, equipment, and goods ordered and delivered do not infringe any third party's industrial property rights and that they hold or have acquired the necessary rights.

The Supplier will bear all costs or penalties arising from legal action against DEJOIE and/or its clients due to industrial property infringement or irregular acquisition of rights.

All plans, data, models, molds, and documents created within the contract by the Supplier, as well as all industrial property rights derived from the order or contract, become the property of DEJOIE.

By accepting the order or signing the contract, the Supplier assigns all such rights and materials to DEJOIE, which may use them freely in France and abroad.

11. WARRANTIES

The Supplier commits to delivering goods that meet DEJOIE's needs and comply with applicable regulations. The goods are guaranteed for two years from the discovery of any apparent or hidden design or material defect. During this period, DEJOIE may demand repair or replacement at the Supplier's cost within eight days of written notice.

12. TOOLING

Tooling manufactured by the Supplier on behalf of DEJOIE and at its expense belongs to DEJOIE. These tools must be returned upon request; failure to do so will incur penalties after an eight-day formal notice period. The Supplier is responsible for maintaining the tools at their expense and must not use them for any purpose other than DEJOIE's orders.

This also applies to DEJOIE-owned tools made available to subcontractors, who must be insured against any damage caused to the tools during handling or otherwise.

13. PACKAGING

The Supplier confirms awareness of Decree No. 98-638 of July 20, 1998 concerning environmental requirements in packaging design and manufacturing, and agrees to comply fully.

14. RETENTION OF TITLE

DEJOIE does not accept any retention of title clauses.

15. TERMINATION CLAUSE

Any total or partial failure by the Supplier to fulfill any obligation may result in the automatic termination of all or part of the order by DEJOIE, without prejudice to damages.

16. INSURANCE

The Supplier bears all risks of foreseeable or unforeseeable damage (including loss of use) that may affect persons or property due to the goods or their actions. They commit to taking out all appropriate insurance policies.

17. QUALITY

If the Supplier holds a quality certification or official approval, they commit to applying the related quality requirements to DEJOIE.

18. PROHIBITION ON CONTRACT ASSIGNMENT

The Supplier may not assign or subcontract any part of the contract without prior written approval from DEJOIE.

19. JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions of Purchase and any resulting agreements are governed by French law. In the absence of amicable resolution, any disputes will fall under the exclusive jurisdiction of the courts where DEJOIE's registered office is located, even in the event of multiple defendants or third-party proceedings.