

GENERAL CONDITIONS OF PURCHASE (GCP)

The company named "PRODEVAL" is hereinafter referred to as the "Purchaser".

ARTICLE 1 - PURPOSE

1.1 The purpose of these General Conditions of Purchase is to define the terms under which the Purchaser places orders with the Supplier for goods and related services, collectively referred to as "the Supply" or, as the case may be, "the Supplies".

1.2 The Supplier's unreserved acceptance of these GCP, as well as any specific conditions, is a determining condition without which the Purchaser would not have placed the order. This acceptance may be express or implied and results from the Supplier's commencement of the order's execution.

1.3 The Supplier's documents, such as general terms of sale, quotations, order acknowledgments, delivery notes, attachments, or invoices, cannot under any circumstances render these conditions inapplicable, except with the Purchaser's formal agreement.

ARTICLE 2 - OBLIGATIONS AND EXECUTION

2.1 The Supplier has an obligation of result for the execution of the supply contract and also a duty to advise the Purchaser.

2.2 The Purchaser reserves the right to modify the order at any time. Any such modification will be the subject of a written and signed amendment between the parties. Under penalty of automatic termination of the order, the Supplier is prohibited from assigning all or part of the order or subcontracting its execution, in whole or in part, without the prior written consent of the Purchaser, and subject to the express ratification by the assignee or approved subcontractor of these General Conditions and any Specific Conditions. These conditions are cumulative. By the mere acceptance of the order, the Supplier acknowledges that it has received from the Purchaser all necessary information for its execution.

2.3 Unless otherwise stipulated, special conditions accepted by the Purchaser for additional or supplementary orders shall not be extended to the main order. It is agreed that no subsequent correspondence or payment shall constitute a novation without the Purchaser's written consent.

ARTICLE 3 - DELIVERY

3.1 When the Supplies are delivered or collected by the Purchaser at the Supplier's premises and/or warehouses, the Supplier must verify the identity of the person to whom the Supplies are handed over.

3.2 Delivery is understood as the handing over of the ordered Supplies, in quality and quantity, to the Purchaser at the address specified in the order. A delivery note, containing the order and case references, must be issued in duplicate by the Supplier for each delivery and handed to the Purchaser. The order will only be considered fully executed when all Supplies have been delivered and all documents provided for in the order and/or all documents and certificates required for use and maintenance in accordance with applicable regulations have been received and deemed compliant by the Purchaser. The transfer of ownership occurs upon agreement on the item and the price, and/or, whether the transport is carried out at the Supplier's expense or not. The transfer of risk occurs upon unreserved receipt in the case of service provision. In the case of goods, the transfer of risk is governed by the Incoterms 2020 version specified in the order.

3.3 The contractual delivery date is the one indicated in the specific conditions on the purchase order or contract and is mandatory. No early delivery in relation to the scheduled date will be accepted without the Purchaser's prior agreement.

ARTICLE 4 - DELAYS - PENALTIES FOR DELAYED DELIVERY

4.1 Acceptance of an order and its amendments implies a formal and irrevocable commitment by the Supplier to respect the contractual execution deadlines, the contractual delivery schedule, and the submission of documents constituting essential conditions of the contract or purchase order.

4.2 In the event of non-compliance with the delivery deadline, the Purchaser reserves the right to automatically cancel the order without prejudice to any damages owed by the Supplier due to the non-compliance with its obligation. All advance payments made must consequently be immediately refunded to the Purchaser, with interest set at one and a half (1.5) times the legal interest rate (*taux d'intérêt légal*) in force in France at the time of the delay, plus seven (7) points.

4.3 In the event of a delay in the delivery date, leading to the termination of the order, the Supplier may automatically, without the need for formal notice, incur a penalty equal to one percent (1%) of the order's net price per calendar day of delay. Delay penalties will automatically offset any sums owed by the Purchaser, whether or not they are due at the time of offsetting. Penalties are not dischargeable.

ARTICLE 5 - PARTIAL DELIVERY - NON-CONFORMING DELIVERY

5.1 As a professional, the Supplier undertakes to deliver items conforming to the order and their intended use. The Supplier acknowledges having informed itself of the suitability of the Supplies and/or works to fulfill the functions for which they are intended. The Supplier acknowledges having full knowledge of the order and therefore cannot invoke errors, omissions, contingencies, or lack of information to request a price revision or a new delivery deadline.

5.2 If the Supplier delivers part of the order or if only part of the order is conforming, Article 4 shall apply concerning such missing or non-conforming part, without prejudice to the Purchaser's right to automatically cancel the entire order and claim compensation for damages and/or apply delay penalties calculated on the total net amount of the order.

ARTICLE 6 - RECEPTION

6.1 The Supplies will be accepted by the Purchaser after unpacking, quality verification, and technical inspection.

6.2 Reception will be documented in an acceptance report (AR), which may occur upon site reception or final customer reception. The date of the AR is the starting point for contractual warranties. If an AR with reservations is issued, the Supplier must lift the reservations within 2 days following the AR date, unless a shorter deadline is imposed by the final customer and without prejudice to the application of Articles 3, 4, and 5 of the GCP. Non-compliance with this deadline automatically entitles the Purchaser to execute the order at the Supplier's expense and risk.

ARTICLE 7 - PRE-SHIPMENT SERVICES

7.1 If specific tests are required, they will be documented in reports to be attached to the certificate of conformity. The Supplier will provide the Purchaser or anybody designated by the Purchaser with free access to its workshops, those of its subcontractors, or any location where work related to the order is performed, for the control of progress and execution of the order or for any tests deemed necessary. This access does not in any way exempt the Supplier from its responsibility.

7.2 If, in the course of executing an order, personnel belonging to the Supplier intervenes on the Purchaser's site or that of one of its customers, said personnel will remain under the full responsibility of the Supplier.

ARTICLE 8 - PACKAGING - SHIPMENTS

8.1 The packaging of the Supplies is at the Supplier's expense and under its responsibility.

8.2 Each shipment shall be accompanied by a shipping note prepared in duplicate by the Supplier, containing all necessary information for the identification of the packages (order references, nature and quantity of the Supplies, carrier's name, packaging references). One copy of the shipping note, along with any other required documents (such as certificates), shall be sent to the Purchaser, addressed to the order signatory, while the second copy shall accompany the shipment. The packages must also contain the certificates and reports of the controls performed by the Supplier, in accordance with Article 7 above.

8.3 Transport conditions may be subject to specific provisions indicated on the purchase order. Otherwise, the Supplier is responsible for the packaging, transport, and insurance of the Supplies.

8.4 In the event of missing or damaged items during transport, the Supplier undertakes to replace the missing or damaged items within the deadlines specified in the purchase order.

ARTICLE 9 - PRICE

Unless otherwise specified in the order, including any applicable Incoterms, the prices stated on the purchase order shall be fixed, firm, and non-revisable. All discounts have been deducted, and the prices include and indicate all applicable taxes, duties, packaging, insurance, and customs duties. The prices are inclusive of delivery costs to the specified delivery address.

ARTICLE 10 - INVOICING

10.1 Invoices are prepared in a single original copy by the Supplier and must be sent to the accounting department at the Purchaser's billing address no later than the 10th of the month following the invoice date. In the case of email submission, the address to use is compta@prodeval.eu. Email submission is preferred.

10.2 Invoices must include: the Purchase Order number (MANDATORY), the order date, the complete reference (case number if existing and not the issuer's); the complete description of the Supplies, the delivery note number and date, the net price, the VAT amount, the total price, discount conditions, the place of delivery or execution, the date by which payment must be made under Article 11 below, and all mandatory mentions to comply with applicable legal provisions. They must be transmitted upon delivery of the goods or services ordered and must not be backdated.

10.3 The Purchaser has the right to refuse any irregular invoicing in substance or form. The invoice will then be returned to the Supplier.

10.4 Only one invoice will be issued per purchase order. No invoice payment will be made without the Purchaser having: the signed order acknowledgment without reservation, any added mention being deemed null and void; the documents provided for in the order and its annexes.

ARTICLE 11 - PAYMENT

11.1 No advance payment is made at the time of the order, unless otherwise specified in the specific conditions. The Purchaser reserves the right to reduce, refuse, or defer any payment if the Supplier does not comply with the contractual documents (orders, annexes, specifications, formal directives, etc.), good practices, or any applicable regulations/legislation in force at the time of delivery/reception.

11.2 Unless otherwise stipulated, invoices are paid by check or bank transfer at forty-five (45) days end of month from the invoice date. Payment orders are issued by the Purchaser. The amount paid will take into account any delay penalties calculated in accordance with Article 4 above.

11.3 In the event of late payment, delay penalties will be due the day after the payment date indicated on the invoice. The interest rate for these penalties will be equal to one and a half (1.5) times the legal interest rate (*taux d'intérêt légal*).

ARTICLE 12 - WARRANTY

12.1 The Supplies sold are contractually guaranteed for a minimum of twenty-four (24) months from the date of reception, unless a more favorable period is granted to the Purchaser by the Supplier. This warranty covers parts, labor, travel, and any other related costs.

12.2 The Supplier undertakes to replace defective parts free of charge. Any part replaced under the warranty, whether contractual or legal, will be newly guaranteed under the conditions of Article 12. The Supplier undertakes to be able to provide spare parts and other necessary parts during the lifetime of the Supplies.

12.3 The Supplier is responsible for any non-conformity existing at the time of reception of the Supplies, even if this non-conformity appears later. It must guarantee against hidden defects or faults in the Supplies sold, subject of the order, under the terms of Articles 1641 and following of the Civil Code.

12.5 The warranty period will be extended by any period of immobilization of the Supplies from the date of the Purchaser's request for intervention until the Supplies in question are put back into service. In the case of repair or replacement during the warranty period involving an essential component, the warranty is renewed for the entire equipment.

12.6 Under the warranty, the Supplier must remedy any defects in the Supplies without delay and at its own expense. If the Supplier does not respond within 3 calendar days to the Purchaser's request, the Purchaser reserves the right to have the necessary work carried out at the Supplier's expense, without prejudice to the application of Article 17, delay penalties, and any potential indemnities.

ARTICLE 13 - LIABILITIES / INSURANCES

13.1 The Supplier will be liable to the Purchaser, its agents, and third parties for damages of any nature, direct and/or indirect, physical, material, and/or immaterial, consequential or not, related to its supply, works, or more generally to the execution of the order.

13.2 The Supplier declares that it is insured for all these risks and undertakes to provide the Purchaser, upon first request, with all justifications of the existence of insurance coverage and the corresponding amounts.

13.3 In the case of equipment rental, the equipment is insured by the Purchaser under the liability insurance regime for damages caused to third parties. The Lessor remains responsible for insuring the risks of loss or damage to the leased item. The Lessor accepts and undertakes in this case to be its own insurer.

ARTICLE 14 - COMMISSIONING

If the order stipulates that the assembly and/or commissioning of the Supplies are carried out by the Supplier, the assembly includes all operations necessary to deliver the Supplies in working condition, and commissioning includes all operations allowing the definitive start-up of the Supplies' operation.

ARTICLE 15 - CONFIDENTIALITY

15.1 Plans, documents, and information of any nature transmitted to the Supplier by the Purchaser during the negotiation and execution of the order remain the property of the Purchaser. They cannot be used by the Supplier for any purpose other than the execution of the order. The Supplier cannot before, during, or after the execution of the order, disclose, communicate to any third party, or use directly or indirectly, partially or totally, any information and data of any kind related to the order, contained therein or communicated by the Purchaser or by a third party.

15.2 The Supplier undertakes to indemnify the Purchaser for all consequences, particularly financial ones. It undertakes to return, at the end of the contract, all confidential documents and to keep confidential information secret as long as they are not in the public domain.

ARTICLE 16 - INDUSTRIAL PROPERTY

16.1 Models, drawings, or special tools provided to the Supplier for the execution of the order remain the exclusive property of the Purchaser and must be returned to the Purchaser upon delivery. The reproduction of these models or documents, or the execution of identical equipment for the Supplier or a third party, is prohibited, except with the express and written authorization of the Purchaser.

16.2 The Supplier fully guarantees the Purchaser against all complaints, lawsuits, claims for damages, charges, or other consequences that may arise from the use, in connection with the execution of the order, of patents, patented processes, trademarks or registered designs, software or computer programs, trade names, standards, and private rights.

16.4 In the event of the Supplier's failure, the Supplier grants the Purchaser free use of the industrial property rights necessary for the replacement, repair, modification, and adjustment of the Supplies.

ARTICLE 17 - TERMINATION - RESOLUTION

17.1 In the event of the Supplier's failure to fulfill any of its obligations under these General Conditions and/or Specific Conditions, the Purchaser may terminate or resolve the contract automatically, without prior notice and without prejudice to any damages owed due to said failure.

17.2 In the event of termination or resolution, the Purchaser will have the work or delivery carried out at the Supplier's expense. The Purchaser will retain as security the remaining sums owed to the defaulting Supplier. This clause does not imply any waiver by the Purchaser of the right to claim damages or any other course of action it deems useful.

ARTICLE 18 - SAFETY, HYGIENE, AND ENVIRONMENT

18.1 The Supplier undertakes to deliver Supplies conforming to the legislation, decrees, regulations, and standards in force at the time of delivery regarding hygiene, safety, and the environment.

18.2 The Supplier is deemed to take all necessary measures to ensure that the Purchaser cannot be held liable or pursued by the Administration, employees, or anyone else regarding the application of labor law, hygiene, and safety rules. The Supplier will bear all material, immaterial, and financial consequences of such damages, including the replacement of the Supplies.

ARTICLE 19 - JURISDICTION - APPLICABLE LAW

Any dispute relating to this order, even in the case of a warranty claim or multiple defendants, falls under the exclusive jurisdiction of the Commercial Court of Romans-sur-Isère, France. This GCP shall be governed exclusively by and construed in accordance with the laws of France.