

ENAG General Terms and Conditions of Purchase

The general terms and conditions of purchase applicable since the 11th May 2017

- 1. Purpose**

Except for special terms and conditions agreed with the supplier, the purpose of the general terms and conditions of purchase herein is to define the provisions normally applicable to all orders issued by ENAG, irrespective of the nature of the products.
- 2. Order acceptance**
 - 2.1. Acceptance of the ENAG order by the supplier shall imply his full agreement with the general terms and conditions of purchase herein, or if special terms and conditions were to be applicable, his express agreement with the said special terms and conditions.
 - 2.2. The supplier declares that it unconditionally accepts all the provisions laid down herein and waives its right to invoke any contradictory document and in particular its own general terms and conditions of sale.
 - 2.3. Within 8 days, the supplier shall return to ENAG by way of acceptance of the order (price, deadline, payment terms) an acknowledgement of receipt, dated and signed. In the absence of return within 8 days, the order shall be considered as definitively accepted.
 - 2.4. Any partial or total delivery, any invoice or any start of production, constitutes unconditional acceptance of the order, application of ENAG's general terms and conditions of purchase and waiver of any terms and conditions of sale from the supplier.
- 3. Contractual documents**

The order includes the order form and its annexes (plans, quotes).
- 4. Responsibility for production**
 - 4.1. The supplier shall not, without the written and prior authorization of the buyer, entrust the performance of all or part of the order to a third party.
 - 4.2. In all cases, notwithstanding this authorization, the supplier shall be solely responsible towards ENAG for the order as a whole.
- 5. Changes to the order**
 - 5.1. The supplier shall not make any change to the order, without the prior and express agreement of the buyer.
 - 5.2. ENAG reserves the right to make any change to the order, even during execution, that it may deem necessary and notify the supplier accordingly.
- 6. Termination – Cancellation**
 - 6.1. The order may be fully or partly terminated by ENAG with the supplier solely to blame, if the latter fails to fulfil its obligations, without the need for any legal formalities, 8 days following a formal notice, by means of a registered letter with acknowledgement of receipt, which has remained totally or partly unsuccessful. In the event of such a termination, the order is closed out after completion of the supply by another supplier chosen by ENAG, after deduction of penalties, damage and additional costs incurred by ENAG due to the completion of the supply by another supplier.
 - 6.2. The order may also be terminated at the convenience of ENAG without the supplier failing to comply with its obligations. In the event of such a termination, the closeout of the order takes into account the progress of the supply at the date of termination and, if applicable, a reasonable compensation for termination, upon submission of any proof, within the limits of expenses effectively incurred and ascertained at the date of termination, after deduction of advance payments.
- 7. Equipment**

The equipment manufactured by the supplier and partly or fully financed by ENAG is the ownership of ENAG. They must bear a permanent marking specifying this ownership.
- 8. Visits**

ENAG reserves the right to make visits, with its clients if necessary, to the premises of the supplier or third-party supplier, in order to monitor the progress of works which are the purpose of the order.
- 9. Transport and delivery of supplies**
 - 9.1. **Deadlines**
 - 9.1.1. The contractual delivery date is specified in the special terms and conditions of the order. Unless otherwise provided for, the date is understood to be that of the supply delivered at the place of delivery specified in the order.
 - 9.1.2. In the absence of specification in the special terms and conditions, the supplier shall pay a fixed compensation equal to 0.3% of the amount of the order inclusive of tax per working day of delay, without the need for prior formal notice, and without prejudice to EMAG's right to terminate the order in part or in full.
 - 9.1.3. Early or partial deliveries shall only be possible following the written agreement of the buyer. Any order delivered before the contractual delivery date, without the written agreement of ENAG, may give rise to return of the goods at the supplier's costs.
 - 9.1.4. In any case, for the application of the payment terms, only the contractual delivery date as shown on the order form shall be taken into account.
 - 9.2. **Delivery note**
 - 9.2.1. Any delivery shall be accompanied by a delivery note with reference to the ENAG order number.
 - 9.2.2. A (transport or delivery) note signed by ENAG upon receipt of the supplies shall be kept by the supplier (or its carrier) until payment of the invoice. This note shall always be approved

Subject to check of the compliance and good order of the delivery and shall never imply ~~charge~~, notwithstanding any reference to the contrary.
 - 9.2.3. All packages shall contain a delivery note. A delivery note shall relate to only one ENAG order, even in the case of bulk dispatches.
 - 9.2.4. It is mandatory for the delivery note to include the order number, the numbers of the items, complete descriptions of the equipment, quantities delivered and the remaining balance.
 - 9.3. **Packaging conditions**
 - 9.3.1. Products shall be conveniently protected against any damage likely to occur during loading, transportation and unloading.
 - 9.3.2. The parts or packages shall be clearly identified by their description, ENAG order number and delivery note number.
 - 9.3.3. Returnable packaging shall be expressly mentioned as such in the order acceptance.
 - 9.3.4. Packaging costs shall, except by way of express and prior derogation, be borne by the supplier.
 - 9.4. **Transport**
 - 9.4.1. Unless otherwise specified in the order, transport costs, when they are borne by the buyer, shall only be refunded upon submission of an invoice, exclusive of any other means, in particular disbursements or refund on waybills or receipt.
 - 9.4.2. Unless otherwise specified in the order, the transport of goods shall be at the risks and costs of the supplier.
 - 9.4.3. The supplier is required to submit certificates of origin and, unless otherwise specified, to complete the customs formalities arising from the sale. Moreover, it undertakes to provide export certificates.
 - 9.5. **Receipt**

The goods shall be received by ENAG at the place of delivery specified in the order for the purposes of quality and quantity checks of the compliance of the supplies with the order.
- 10. Non-compliance**

Deliveries not compliant with ENAG's requirements can only be carried out after prior notification to and formal agreement from ENAG.

Any supply which is not compliant with the specifications of our orders shall be rejected and shall be taken back by the supplier and at its costs, within 5 working days following the notice of rejection. After this period, the rejected goods shall be returned to the supplier at its risks and perils, freight collect. ENAG reserves the right to request the supplier to pay for the costs of processing the rejections and non-compliance as well as any penalty or damage which may be attributed to ENAG for this reason.
- 11. Price – Invoicing – Payment**
 - 11.1. **Price**
 - 11.1.1. Unless otherwise and expressly specified in the order, product prices are fixed, not revisable and are understood to be free of charge and exclusive of taxes.
 - 11.1.2. Orders shall not give rise to any systematic payment of advances (neither progress payments nor down payments), unless expressly specified in the order or any special terms and conditions.
 - 11.1.3. The buyer shall be informed of any change in price or payment terms by the supplier through a registered letter with acknowledgement of receipt at least one month before its date of application.
 - 11.1.4. Failing this, the change of price or terms of sale shall only be applicable to the buyer one month after the latter has been informed of same.
 - 11.2. **Invoicing**
 - 11.2.1. The invoice shall comply with the formalities required by Article L 441-3 of the Code of Commerce.
 - 11.2.2. All invoices shall mention the ENAG order numbers, delivery note numbers and the applicable prices. Invoices relating to deliveries of a particular month shall reach ENAG before the 5th of the following month. After this period, the payments shall automatically be moved forward by one month.
 - 11.3. **Payment**
 - 11.3.1. Unless specifically agreed, invoices are settled at 45 days, starting as from the end of the month of issue of the invoice or 60 days as from the date of issue of the invoice, in accordance with the provisions of Article L 441-6 of the Code of Commerce. This can be calculated in 2 ways in accordance with the LME (Economic Modernization Law): 45 days then end-of-month or end-of-month then 45 days.
 - 11.3.2. In the event of non-compliance by the supplier with its contractual obligations, ENAG reserves the right to defer payments, without being charged interests for late payment.
 - 11.3.3. In the event of late payment, the supplier may request penalties for late payment starting as from the express confirmation of the delay, at a rate equal to 3 times the legal interest rate.
- 12. Assignment of the right to payment – Factoring**
 - 12.1. The assignment shall be recorded on the invoice sent to us. In the event of assignment after the invoice is sent, the factor is required to notify us of the assignment by means of a registered letter. This assignment shall be brought to our attention at least 15 days before the due date of the invoice(s).
 - 12.2. The payment terms and conditions are strictly the same as those applicable with the supplier.
- 13. Intellectual property**

The supplier guarantees that the goods delivered are not subject to any claim of industrial or artistic property (patents, brands, drawings and models), and that the photographs of the products can be reproduced on all media, including the Internet, unless otherwise decided and expressed in a registered letter with acknowledgement of receipt.
- 14. Confidentiality**

The supplier undertakes not to use, reproduce or put at the disposal of third parties any document, data, information, software, without the prior written authorization of ENAG and this shall be so irrespective of the purpose thereof (technical, industrial, financial, commercial, etc.), the medium (written, printed, electronic, etc.) and the method of transmission (written, oral, electronic, etc.).
- 15. Guarantee**
 - 15.1. Without prejudice to the legal provisions on latent defect, the supplier guarantees its equipment for a period of at least 12 months as from the receipt of the products by ENAG against any defect in design, materials, manufacturing and assembly.
 - 15.2. During the guarantee period, the supplier shall undertake at its costs the repairs or replacement of any part deemed to be non-compliant.
 - 15.3. The part of the equipment which is repaired or replaced shall be guaranteed for another period of 12 months as from the receipt at ENAG.
- 16. Transfer of property – Transfer of risks**
 - 16.1. The property of the supplies delivered is vested with ENAG upon effective delivery at the place specified in the order. Any retention of property clause shall be unenforceable unless there is an express and written agreement between the parties.
 - 16.2. The transfer of risks is subject to the agreed terms and conditions of delivery. Unless otherwise agreed, the burden of risks is transferred upon the handing over of the goods at the agreed reception point.
- 17. Insurance**
 - 17.1. The supplier undertakes to subscribe at its costs to the necessary insurance guarantees to cover for the liabilities it incurs due to the execution of the order, for any bodily injuries, material damage and financial loss. The supplier shall send to ENAG, at the latter's request, civil and professional liability insurance certificates, dated not more than 6 months.
 - 17.2. In all cases, the supplier shall provide, upon a simple request from the buyer, a suitable insurance covering the products until their arrival at the buyer's premises or any other destination approved by the latter.
- 18. WEEE electrical waste**
 - 18.1. The supplier certifies and guarantees that the electrical and electronic equipment that it shall supply shall comply with the requirements it is subject to by virtue of Decree No. 2005-829 on the composition of electrical and electronic equipment and the disposal of waste generated from these equipment applicable on the day of the sale.
 - 18.2. Unless otherwise provided for, the supplier accepts to bear the liability, financing and obligations relating to the end of life of such equipment. This includes their collection, recovery, recycling and disposal.
- 19. REACH and ROHS regulation**

The supplier undertakes that the material supplied to ENAG comply with the European directive 2011/65/UE of 8 June 2011 ("ROHS: Restriction of use of certain Hazardous Substances") and article 33 of the REACH regulation. If presence of substances mentioned in the candidate list of substances of very high concern (SVHV) of annex XIV, or of substances non conform to the restrictions mentioned in annex XVII the supplier must spontaneously inform ENAG and provide the names, CAS registry number and the percentage in weight (% mass/mass) of the substances concerned.
- 20. Export Control**

The supplier must obtain all the necessary licenses for the re-exportation of his product. If the American regulations for ITAR (International Traffic in Arms Regulations) or EAR (Export Administration Regulations), European regulations (CE 394/2006) are potentially applicable, the supplier must inform ENAG at the time of quotation of the export control classification number (ECCN) of the product concerned. Otherwise ENAG will consider that the material is free for exportation, so engaging the responsibility of the supplier towards ENAG. Incorrect declarations engage the responsibility of the supplier only.
- 21. Conflict minerals**

The supplier guarantees that the material sold to ENAG does not contain any minerals coming from conflict zones as mentioned in the Dodd-Frank Act of 2010 (USA) and/or any similar legislation having the same subject matter.
- 22. Applicable law - Jurisdiction**

All ENAG orders shall be governed by French laws and shall fall within the exclusive jurisdiction of the courts where ENAG's headquarters is located.