

## **General terms and conditions of purchase – EN**

### **1. Application of general purchase, order and purchase order conditions**

1.1 The legal relationship between BA France ("the Buyer"), including its affiliated companies, and the Supplier is governed exclusively by these General Terms and Conditions of Purchase, Order and Purchase Order. Amendments and supplements must be made in writing. Any terms and conditions of the Purchaser which deviate from these Terms and Conditions shall not become part of any contract even if such terms and conditions are not expressly rejected by the Supplier.

1.2 Our offers to conclude purchase, order and purchase order contracts are hereinafter referred to as "orders".

1.3 The general terms and conditions of purchase, order and purchase order are sent or given to any supplier working for the Buyer.

1.4 Any changes to the general terms and conditions of purchase, order or special terms and conditions made by the Buyer's intermediaries or employees are not binding on the Buyer, unless confirmed in writing by the Managing Director and/or Purchasing Manager.

1.5 The legal and contractual provisions applicable to the relationship between the parties apply in the following order of priority:

- 1) Legal provisions of public order,
- 2) The special terms and conditions of the order, including the bill of materials, drawings and technical data on which the order is based,
- 3) The general terms and conditions of the Buyer's customer, insofar as they form an integral part of the contract,
- 4) These general terms and conditions of purchase, order and, if applicable, the supplier's terms and conditions confirmed by the Buyer;
- 5) For orders relating to structures, the specific provisions of the French Construction and Housing Code, the European Machinery Directive or any other applicable regulations,
- 6) Legal provisions which are not of public order. In the event of contradiction between the present contractual and legal provisions, the provision with the highest order of priority shall prevail.

1.6 The invalidity of any of the provisions of the General Terms and Conditions of Purchase, Order and Purchase Order shall not affect the validity of the remaining provisions.

### **2. Ordering**

2.1 Orders must be made in writing. Verbal orders are not valid. Changes or additions to the contract must also be recorded in writing for documentation purposes. Verbal orders placed by employees without power of representation are only valid after written confirmation by the Purchaser.

2.2 The Buyer may cancel the order, without penalty, if the acknowledgement receipt of order is not received within fifteen days.

2.3 As long as the supplier has not confirmed the order, the Purchaser is entitled to modify it. The Purchaser must then be informed as soon as possible of any price or schedule changes resulting from the requested modifications.

2.4 The order accepted by the supplier constitutes a firm and definitive commitment on his part and implies his adherence to the present general conditions of purchase, order and special conditions...

2.5 Manufacture of the products ordered may not commence until the supplier and the purchaser have provided and approved the final, detailed execution drawings.

2.6 Any change or replacement of a product at the supplier's initiative must be presented to and approved by the purchaser in writing beforehand.

### **3. Price**

3.1 The order price is always stipulated as firm and final, and includes all costs, risks or charges relating to the execution of the order. Any additional costs of any kind whatsoever are subject to the Buyer's prior written agreement.

3.2 Orders do not give rise to the systematic payment of advances (or deposits), unless expressly stipulated in the order and special conditions.

3.3 If the supplier increases its prices after conclusion of the contract, the price agreed with the Buyer will not be affected.

### **4. Delivery times and deadlines - Delays**

4.1 Delivery times begin to run from the date of the order or, in the case of a verbal order, from the date of written confirmation of the order by the Buyer.

4.2 Delivery times and deadlines are binding.

4.3 Delivery times and deadlines are deemed to have been met if the products are received within the agreed times and deadlines and at the place of receipt determined by the Buyer. In the event of withdrawal of products by the Buyer, delivery times and deadlines are deemed to have been met if the products have been declared ready for dispatch within the agreed times and deadlines.

4.4 If due diligence has been agreed, the supplier is obliged to notify the Purchaser in writing of his ability to deliver the products or perform the services by the agreed deadline and to make the entire delivery available at his premises after checking its functioning and preparing the corresponding data records. The Buyer's prior inspection or waiver thereof does not constitute acceptance. Acceptance takes place after delivery and, if necessary, after installation and commissioning, in order to verify compliance with the contract. In accordance with the acceptance specifications drawn up with the supplier, an acceptance report recording any defects as well as the measures and deadlines necessary for their elimination is prepared and must be signed by the supplier and the Purchaser.

4.5 In the event of a delay in delivery or performance of services resulting from force majeure, the supplier is obliged to inform the Purchaser immediately. Late notification entitles the Purchaser to claim damages. In the event of force majeure, the Purchaser also reserves the right to terminate the contract.

4.6 The Purchaser is entitled at any time to request the cancellation of the contract in whole or in part in the event of non-performance by the supplier or cancellation of the order by the Purchaser's end customer. In the event of late delivery, the Purchaser may claim any damages arising therefrom, notwithstanding the Purchaser's right to rescind the contract.

4.7 In the event that the supplier is in default, the Buyer may - in addition to other legal and performance claims - be able to demand lump-sum compensation for default damages in the amount of 1% of the price excluding VAT per day of delayed delivery or performance, but not exceeding 10% of the net value of the delayed delivery or performance, starting on the day of the scheduled delivery date and to the address specified in the order. A minimum of 1% will be retained in all cases.

The Purchaser reserves the right to prove greater damage and the Supplier reserves the right to prove no damage or less damage.

4.8 Acceptance of the delayed delivery or service does not constitute a waiver of subsequent claims for delay.

## **5. Shipping**

5.1 Delivery is made to the address indicated on the order. Notice of shipment must be sent to the Buyer at least three days before the products are dispatched.

5.2 The supplier assumes responsibility for exact compliance with shipping regulations. The Purchaser may refuse to accept the products if the shipping documents are not in order on the date of receipt, or if the order reference does not appear or appears incompletely on the shipping documents. This does not constitute a delay in the Buyer's obligation to accept delivery. Any costs arising from a justified refusal of acceptance shall be borne by the supplier.

5.3 Unless otherwise agreed, delivery is made free domicile by the supplier and at his expense.

## **6. Transportation risks**

6.1 The supplier bears the transport risk until the products arrive at the agreed place of delivery. This also applies if the transport costs are borne by the Purchaser. The unloading of the goods at the Buyer's premises is also at the supplier's expense, and the supplier shall bear all risks associated with this.

6.2 If the Purchaser is also responsible for transport, delivery is made at the Purchaser's risk. However, the supplier is obliged to ensure correct loading and safe transport.

## **7. Packaging**

7.1 The costs of packaging and protective materials for shipments are borne by the supplier. The Purchaser is not obliged to return packaging, unless he has expressly agreed to do so in writing. The supplier must pick up and return the packaging to the Purchaser's premises at the Purchaser's request.

7.2 Products must be correctly and sufficiently packaged, in appropriate packaging taking into account their nature and the precautions to be taken in order to protect them against bad weather, corrosion, loading or unloading accidents, transport and storage constraints, vibrations or shocks, etc. Packages will be clearly identified by reference to the Buyer's corresponding purchase order.

7.3 The supplier is liable for breakage, shortages and damage caused by incorrect or unsuitable packaging, marking or labelling.

## **8. Drawings, models, technical documents**

8.1 Drawings, models, design documents, special tools and the like made available by the Buyer for the execution of an order remain in all cases the property of the Buyer and must be returned after the order has been fulfilled.

8.2 If the supplier manufactures the ordered products on behalf of the Purchaser, or modifies them especially for the order, ownership of the drawings, models, design documents, special tools and equivalents produced by the supplier must be transferred at the same time as the ordered products. Unless otherwise agreed, their payment is included in the agreed price. Any related copyrights are transferred to the Purchaser at the same time as the transfer of ownership of these documents. Any other use by the supplier for third parties without the prior consent of the Purchaser is prohibited.

## **9. Protection rights, supplier liability**

9.1 The supplier is obliged to indemnify the Buyer against all claims by third parties in respect of the goods to be delivered, in particular in respect of any infringement of industrial property rights or copyrights, as well as claims arising from competition law.

9.2 The supplier is obliged to indemnify the Purchaser against all claims which may be made by industrial or private purchasers in relation to the products for damage suffered as a result of these products despite their foreseeable or intended use, where such damage is due to a defect in the product and/or a breach of the supplier's duty of control.

9.3 The supplier is responsible for complying with the applicable provisions on industrial accidents and, in particular, with the safety recommendations of professional associations or the labor inspectorate.

## **10. Reservation of ownership**

10.1 Materials made available by the Purchaser for the execution of its orders remain its property. They must be expressly identified as his property immediately after being taken over by the supplier, and stored as far as possible separately from identical or similar materials. They are to be used solely for their intended purpose and are not to be disposed of in any other way.

10.2 The new thing obtained by processing the materials belonging to the Purchaser becomes his property. If these materials do not predominantly appear in a new item obtained by the incorporation or processing of these materials with other items, the Buyer becomes co-owner of the new item in proportion. The supplier is deemed to be the custodian of these items, of which the Buyer has ownership or co-ownership until they are handed over.

10.3 Ownership of the products ordered is transferred to the Buyer according to the payments made by the latter. Ownership of the products is transferred to the Purchaser, even if the Purchaser has made a security deposit. The supplier may, however, use other securities to replace the retention.

Prior to any resale of products to the Buyer, the supplier must ensure that said products are no longer subject to a reservation of title clause. The transfer of ownership of an ordered product takes place upon payment of the price of this product.

## **11. Billing**

An invoice must be issued for each delivery or service rendered, or for each agreed down payment. The invoice and all shipping documents must show the date, number and other references of the order, as well as the place of receipt. Value-added tax due must be indicated separately. Unless otherwise agreed, deliveries corresponding to several orders must be invoiced separately.

## **12. Payment**

12.1 The invoice amount is only payable once the products have been delivered to the agreed location and the invoice has been received.

12.2 In the event of late delivery, the Buyer may withhold payment until complete delivery of the products ordered.

12.3 When several deliveries are in progress, the Buyer is entitled, even if an invoice has been issued separately for each delivery, to make a global payment at the end of the calendar week, without losing the right to the agreed discount.

12.4 In the event of an order for the construction of works, the specific regulations relating thereto shall apply.

12.5 Under no circumstances may the Supplier refuse to perform its obligations in the event of uncertainty as to the Purchaser's performance of its own obligations.

12.6 Unless otherwise agreed, invoices are payable by bank transfer, cheque or bill of exchange.....

## **13. Prohibition on transfer**

By express exception to the supplier's general terms and conditions or any other document, and unless otherwise agreed by the parties, the assignment to third parties of claims against the Purchaser held by the supplier is excluded. However, the Purchaser reserves the right to authorize such assignments and to make payment to third parties in full discharge of such claims. Payment of the assigned claim to the creditor shall constitute implicit authorization of the assignment by the Purchaser. The Supplier shall send the Purchaser a list of all its subcontracts, indicating the name of the subcontractor, the value of the contract and the part of the work covered by the subcontract. The supplier shall

inform the Purchaser, even before the order is validated, of any recourse to a third party for all or part of the project; the supplier shall also communicate the names and managers of the third parties concerned.

#### **14. Warranties**

The warranties granted to the Buyer are governed by the legal and regulatory provisions and any special conditions agreed, with the following exceptions and extensions:

a) A warranty period of at least two years is agreed for all deliveries and services provided by the supplier, subject to more favorable legal or contractual provisions or to special contractual conditions. In the absence of legal provisions to the contrary, the warranty period begins on the date of transfer of risk or, in the case of industrial contracts and mixed business and sales contracts, on the date of delivery.

If our assembly work is interrupted due to a defect in the delivery, or if the supplier has to carry out remedial work, the deadline will be suspended for the period corresponding to their duration.

b) The supplier guarantees the design, materials, manufacture and operation of the products supplied. It guarantees that the products delivered comply in all respects with the current state of the art as well as with professional practice, industrial safety regulations, applicable quality standards and Stand: industrial accident regulations. Any necessary deviations from these regulations must be agreed in writing.

c) In the event of defects, the supplier is obliged to carry out rework or supplementary delivery in the first instance upon request. By way of subsequent performance, the Purchaser may, at his option, demand the elimination of the defect or the delivery of a defect-free item. If the immediate elimination of a defect in the delivery item is in the interest of the Buyer or its purchaser, and the supplier is not prepared to eliminate the defect immediately, or is not in a position to do so, or cannot be contacted, then the Buyer is entitled to eliminate the defect at the supplier's expense, or to have it eliminated by a third party.

d) If the supplier has assumed a special warranty in respect of his delivery or service, the Purchaser shall be entitled to transfer the rights arising from this warranty to his purchasers and, in the event of warranty claims, to address them to the supplier. The supplier is obliged to indemnify the Purchaser against all claims arising from a warranty for which it is responsible.

#### **15. Services performed on Buyer's premises or on Buyer-managed sites**

15.1 If the supplier performs services on the Purchaser's premises or on construction sites managed by the Purchaser, he assumes full responsibility for all damages resulting from accidents caused by him, his representatives or his vicarious agents. He is obliged to release the Purchaser from all claims for compensation from third parties in connection with his delivery or service. The Supplier undertakes to comply with the prevention plan and all safety regulations of the Purchaser or the Purchaser's customer. The Supplier will be obliged to sign this prevention plan.

15.2 The supplier, its representatives or vicarious agents must themselves ensure the care and safety of its goods brought onto the Purchaser's premises or onto sites managed by the Purchaser. The Purchaser declines all liability in the event of loss.

#### **16. Other bonds**

16.1 Any information relating to the products delivered, discovered after delivery, must be communicated immediately in writing to the Buyer, for example concerning improved maintenance. Technical documents must be kept up to date at all times.

16.2 The supplier undertakes to fulfil orders for spare and wear parts for at least ten years from the last delivery. The warranties specified in Article 14 also apply to spare parts. When confirming the order, the supplier is obliged to provide the Purchaser with a spare parts quotation including a valid price list. The offer must contain the expected delivery times.

16.3 The contracting parties undertake to treat as confidential all non-publicly known commercial and technical details which come to their knowledge in the course of the business relationship. Drawings and models, shapes and samples as well as equivalent objects may not be transferred or communicated to third parties. The supplier may not use the

existence of the business relationship for advertising or public relations purposes without the Purchaser's consent. Subcontractors are also subject to these provisions.

16.4 If the Purchaser becomes aware of a serious breach of work safety regulations, he is entitled to terminate the contract if the supplier does not immediately remedy the reported breach. In this case, the Purchaser is also entitled to order the supplier's personnel to suspend work immediately. Any damages incurred as a result of delay shall be borne by the supplier. The calculation of hours worked will be recognized on the basis of hours worked which are signed by the Purchaser or his representatives.

### **17. Place of performance**

17.1 The place of performance for payments is the Buyer's registered office.

17.2 The place of performance for deliveries and services is the place where the supplier is to deliver the products or perform the services.

17.3 The place of fulfilment of the warranty is the place of performance of the delivery or service in question. If necessary, the supplier is obliged to carry out remedial work at other locations. In this case, any additional costs incurred shall be borne by the Purchaser.

### **18. Jurisdiction and applicable law**

All disputes shall fall within the exclusive jurisdiction of the Commercial Court of the place of the Buyer's registered office, notwithstanding any provision to the contrary in the supplier's general terms and conditions, or in any of its commercial documents. These terms and conditions are governed by French law.

### **19. Applicable language version**

Only the French version of these general terms and conditions of purchase, order and purchase order will be binding between the Parties.