

# CONDITIONS OF PURCHASE



## 1. Order placement/applicability of purchase conditions

Orders are only valid in writing and must be signed by an individual authorised by RESRG to do so. EDP-generated orders do not require signature. RESRG will only assume responsibility for verbal or telephone orders where subsequently confirmed in writing. These conditions apply for all purchases effected by RESRG; whereby RESRG will assume that the supplier has agreed to the said conditions upon acceptance of the order. Any conflicting or alternative conditions contained within supplier offers, order acknowledgements or invoices are hereby superseded by the RESRG conditions of purchase. Any divergence from these conditions is subject to prior written agreement by RESRG. Orders will be deemed accepted following receipt of an order acknowledgement (duplication of order) stating price and delivery schedules or, in the absence of such, as implicitly accepted following a period of eight days following receipt of order.

The application of these conditions to subsequent RESRG orders does not require any renewed reference thereto.

## 2. Terms of performance

Place of performance for delivery is the consignee address stated in the order.

The agreed delivery times are binding and must be unconditionally adhered to. In the event of default, RESRG is entitled to require delivery or may wholly or partially cancel the order without any formalities while reserving the right to claim compensation for any loss suffered on the part of RESRG in all cases. The supplier is to communicate any delays immediately upon such becoming apparent, stating the reason for and the length of the delay in question.

The supplier may only task third parties with performance of its contractual obligations following commensurate agreement with RESRG.

## 3. Conditions of supply

Unless otherwise agreed to the supplier will deliver the goods carriage paid and at its own risk to the delivery address. The goods shall travel at supplier's risk. Delivery receipt times are as follows: Monday to Thursday 8.00 a.m. to 12.00 p.m. and 1.00 p.m. to 3.30 p.m., Friday 8.00 a.m. to 12.00 p.m. and 1.00 p.m. to 2.00 p.m. In all cases, the supplier is to agree in advance the precise delivery time for the agreed delivery date directly with the consignee. At the request of RESRG, the supplier will accept returned packaging material free of charge. Packaging costs will not be reimbursed.

Additional costs incumbent upon RESRG as a result of failure to observe the above provisions, such as haulage costs etc., will be invoiced to the supplier.

The supplier is to provide RESRG with a triplicate invoice including a copy of the delivery note for each transport on the goods consignment day.

## 4. Prices

Prices are listed without additional charges or reservations on the part of the supplier. In the event of a reduction in price during the period between order and delivery, the prices listed at the time of delivery will apply.

## 5. Payment terms

In the absence of any alternative stated in the order, the following standard conditions apply:

within 15 days subject to 3.5%

discount within 30 days subject to

2.5% discount within 45 days to the

end of the month.

In the event of dispute, irrespective of nature, RESRG reserves the right to suspend payment.

## 6. Quality and guarantee

The delivered goods must be in full compliance with the order, meet all standards and prescribed technical specifications and be wholly fit for the intended purpose.

By means of the supplier pre-consignment inspection, which replaces the RESRG incoming goods inspection, the supplier guarantees that the goods comply with the order. The supplier is obliged to document inspections carried out and archive all audit, measurement and inspection results for a period of ten years; whereby RESRG is entitled to view and make copies of the commensurate documentation.

RESRG is entitled not to carry out an incoming goods inspection. The supplier assumes full liability for all supplies not being in conformity with the contract and for defects that become apparent during the course of manufacture. In derogation from articles 1641, 1642 and 1648 of the Code Civil (*French Civil Code*), irrespective of the nature of the defect the supplier accepts its liability and warranty obligations for a period of two years from receipt of the goods in question, or for a period of six months following appearance of a hidden defect.

The supplier warrants that its supplies and the use of the supplied goods by RESRG do not infringe any patents or other third-party intellectual property rights, and hereby fully indemnifies and holds RESRG harmless from any commensurate third-party claims.

# CONDITIONS OF PURCHASE



## 7. Liability

In the event of delivery not in accordance with the contract or in the event of supplying defective goods, RESRG is free to terminate the contract or to ask for replacement of the defective goods or to repair them free of charge or to ask for a reduction in price; whereby the right to claim for damages remains reserved in all cases.

The supplier hereby fully indemnifies and holds RESRG harmless from any claims including interest and costs arising as a result of non-conforming or defective goods supplied to RESRG by the supplier.

The supplier also indemnifies and holds RESRG harmless from any claims arising from any complaints in connection with product liability according to the EC Directive of 25 July 1985.

Any claim in connection with the aforementioned provisions may be offset against a claim on the part of the supplier and RESRG may assert rights of retention.

The supplier is obliged to have sufficient product liability insurance cover.

## 8. Secrecy

All models, samples, maquettes, drawings etc, and revisions provided by RESRG are to be kept secret, may only be used for the purpose of fulfilling RESRG orders and remain the property of RESRG. The supplier is also obliged to refrain from passing on any such items to third parties.

Products manufactured as per specifications, drawings or samples provided by RESRG may not be supplied to or surrendered to third parties without RESRG's written consent.

The supplier agrees to handle all RESRG orders and commensurately resulting tasks as secrets. The supplier may only make reference to business relations with RESRG subject to the express written approval of RESRG.

The provisions of these paragraphs remain in force including where no further orders are placed.

## 9. REACH

The Supplier is fully liable for compliance of its supplies with the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter "REACH-Regulation"). Namely, the Supplier is liable that the substances contained in the products supplied by it have been preregistered and thereafter registered, if required under the REACH- Regulation, and that safety data sheets in accordance with the REACH- Regulation and the informations as per section 32 of the REACH-Regulations shall be provided. To the extent the supplier is supplying articles as defined by section 3 of the REACH- Regulations, the supplier is namely liable for full compliance with its duty to provide information as per section 33 REACH-Regulation.

## 10. Production tools

Production tools, such as molds, drawings, samples etc. ("Production Tools"), produced by the supplier or a sub-contractor based on a purchase order from RESRG or with co-funding from RESRG are the sole property of RESRG and are to be marked as such.

Handover to RESRG is substituted by way of the Production Tools in question being held in safekeeping by the supplier for RESRG without charge.

At its own cost, the supplier is also obliged to maintain production tools in good condition and immediately return any such tools to RESRG as required. In the event of termination or upon expiry of the contract Production Tools are to be returned to RESRG in good condition.

## 11. Customs legislation

By accepting the order, the Supplier undertakes to disclose the precise country of origin of the goods and, for goods originating from the EU, to submit a long-term supplier declaration for goods with preferential origin status. Where the delivery originates from a preferred country, the Supplier is obligated to create a valid preference document EUR.1 or a declaration of origin on the invoice. If the Supplier's declarations or preference documents prove to be false, the Supplier undertakes to compensate for the resulting loss.

At the request of RESRG, the supplier is obliged to inform RESRG, in writing and legally binding form in the related business documentation, about any applicable (re)export license requirements for the goods under National, European or US export control law and customs regulations as well as under the export control law and customs regulations of the country of origin of the goods. This includes the supplier providing RESRG with the following information:

# CONDITIONS OF PURCHASE



- The export list number according to annex AL of the German export administration regulations or equivalent list items of applicable national export lists,
- For US goods the ECCN (Export Control Classification Number) as per the US Export Administration Regulations (EAR),
- The commercial origin of his goods and of the components of his Goods (as per the customs code), including technology and software,
- Whether the goods were transported through the U.S.A., were manufactured or stored in the U.S.A. or made using US technology,
- The statistical goods number (HS code, customs tariff number) of his goods, and
- A contact in his organization to answer any questions about technical details and export control.

At our request, the supplier is obliged to provide us with any other foreign trade data relating to his goods and their components, in writing, and to inform us of all changes of such data, in writing, without delay (and in any case before delivery of any goods affected by such).

## 12. Other provisions

In the event of force majeure, strike, mobilisation, war, lockout, requisition, flood, fire or other circumstances lying outside RESRG's scope of influence and which impact on its capacity to accept or process the ordered goods, RESRG may terminate contracts without any obligation to effect compensation.

With respect to materials requiring special treatment in terms of packaging, transport, storage, handling or waste disposal as a result of statutory law, directives or other provisions or owing to their composition and impact on the environment, together with the offer the supplier is to provide RESRG together with its quotation with a fully completed safety data sheet and instructions for procedure in the case of accident. In the event of changes to materials or applicable statutory provisions, the supplier will provide RESRG with updated data and instruction sheets.

Delivery items are to be identified in the manner specified by RESRG; whereby delivery items identified with the RESRG company logo may only be delivered to RESRG. Any delivery items rejected as defective are to be rendered unusable by the supplier at its own cost.

Any assignment of claims against RESRG is precluded.

## 13. Applicable law, legal venue

French law applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 are expressly precluded.

EXCLUSIVE LEGAL VENUE FOR ALL DISPUTES ARISING IN ASSOCIATION WITH RESRG ORDERS IS  
SARREGUEMINES,

irrespective of the cause and place of damage and irrespective of special agreements concluded for a purchase transaction including, in particular, guarantee claims or plurality of defendants.