



GENERAL CONDITIONS OF PURCHASE

Siège social : 238 rue des frères Voisin – ZAC Chapotin - 69970 CHAPONNAY
SAS au capital de 305 000 € - RCS LYON B 339 896 938

CHAPTER 1: GENERAL PROVISIONS

1. SCOPE OF THE GENERAL CONDITIONS OF PURCHASE

- 1.1. The present General Conditions of Purchase shall govern the entirety of orders placed by INPAL. Acceptance of the Order implies total adherence without reservation by the Supplier to the present General Conditions of Purchase and the forfeiture by said party to claim to its General Conditions of Sale. Any exemption by INPAL to the present General Conditions shall be done in writing only.
- 1.2. In the case of the annulment of one of the present clauses, all other clauses of the present General Condition of Purchase shall remain valid and applicable.
- 1.3. In the case of a contradiction between the provisions of the present General Conditions and those of a Specific Conditions, the present provisions shall take precedence.

2. PURCHASE ORDERS

- 2.1. All supply of goods is subject to a prerequisite written order (« The Purchase Order »).
- 2.2. The supplier shall acknowledge receipt of the Order in writing within 8 days, including the date of order, and if any, express its remarks in exact terms. Once this agreed period is over, the Supplier is deemed to acknowledge and accept without reservation the totality of the Order. No modification to the Order shall be accepted without the prior agreement in writing by INPAL.
- 2.3. All correspondence or delivery notes or shipping documents as well as supplier's invoices addressed to INPAL shall carry the order number and include all its other references.

CHAPTER 2: DELIVERY

3. DELIVERIES

- 3.1. The products shall comply in full with the Purchase Order and/or the specifications attached and/or cited in the Purchase Order. They shall satisfy customary quality criteria and comply with all applicable norms and regulations, and in all events shall be carried out in compliance with standard practice between professionals in the relevant field of work.
- 3.2. The Supplier undertakes to deliver/perform the Products/Services to the specified location on the date and during working hours indicated on the Purchase Order. The delivery date shall be the date the Supplier agreed upon to provide to INPAL the products in quantity and quality as stipulated in the Purchase Order.
- 3.4. In the case of early delivery, the Supplier shall obtain the prior agreement from INPAL. Failing that, INPAL reserves the right to refuse the said delivery. All deliveries shall be accompanied by a delivery note including the number, date and references of the Purchase Order, the full description and quantities of items delivered. Should the Purchase Order be completed in several deliveries, each partial delivery note shall specify the delivery order number (1st, 2nd ... for the balance).

4. FORCE MAJEURE

- 4.1. A force majeure / unforeseen circumstance event is an event which is reasonably unforeseeable that prevents one party to perform its obligation and which cannot be circumvented by the affected party rendering totally impossible the fulfillment of the Purchase Order requirements.
- 4.2. Partial or total strike of INPAL personnel or those of the usual shipper, fire, flood, war, insurrection, riots, acts of terrorism, major raw material supply or shipping difficulties, national or international public authorities acts or regulations are seen and not limited as a force majeure / unforeseen circumstance event and in this way excuse the Supplier from performing its obligation to deliver and/or perform the required provision within the binding deadline of the Purchase Order.
- 4.3. At INPAL's discretion, a force majeure / unforeseen circumstance event shall entail the momentary suspension of deliveries - the postponing of the delivery deadline of the Purchase Order being equivalent to the time the Supplier was rendered unable to carry out its obligations by the event - or the cancellation of the Purchase Order if the event where to last more than 30 days, no party being entitled to claim damages or interest.

5. INSPECTION OF GOODS PRIOR TO SHIPPING

- 5.1. INPAL reserves the right to check the progress and the proper implementation of the Purchase Order by site visits, or by checking the supplies at the time of delivery, without diminishing or subtracting from the suppliers liability.
- 5.2. INPAL can demand the Supplier provide, before each shipment, a certificate of conformity for the product. The supplier shall guarantee that the products delivered, the packaging and the labelling comply fully with the INPAL Purchase Order and are exempt of all defects. In the case of non-compliance of the products, INPAL shall have the choice between: cancellation of the order after having informed the supplier; or obtain, at the supplier's expense, the immediate replacement of the non-conform goods by identical or better quality products under the same price conditions and within 7 days after receipt of the claim, without prejudice to any INPAL claim for any direct or indirect financial consequences resulting from damage of any nature. The non-conform products shall be eventually returned at the supplier's expense accompanied by a return note specifying their condition. The supplier shall subscribe to all the insurance policies covering direct and indirect damage, foreseeable or not caused by him or by the fact of the matter.

6. SHIPPING

- 6.1. INPAL can specify the number of and the terms for the shipping of the goods.
- 6.2. As such, the consignee shall be notified by advisory note/delivery note showing all the Purchase Order references and indicating the date and method of shipping, the number and designation of the parcels - markings, breakdown of each one, gross and net weight, and if necessary wagon and/or truck number. A duplicate of each shipping advisory note shall be addressed at the same time to Purchase Order issuing department. All related certificates to controls performed by the Supplier as stated above shall be included in the packages.

7. TRANSFER OF TITLE AND TRANSFER OF RISKS

- 7.1. Transfer of title shall take place under the conditions of common law. As such, all retention of title clauses are deemed unwritten.
- 7.2. Transfer of risk shall take place at the time of delivery at the location stated on the Purchase Order and in compliance with the Incoterm specified on the Purchase Order. The supplies subjects of the Purchase Order are transported at Shipper's Risk. Transfer of titles and of risk shall take place only after quantitative reception at INPAL, any factory technical acceptance carried out at the Suppliers shall not constitute a transfer of title.

PACKING & SHIPPING COSTS

Invoicing of packing & shipping costs shall only be accepted if specified in the Purchase order.

CHAPTER 3: PRICES AND TERMS OF PAYMENT

8. PRICE

- 8.1. The prices specified in the Purchase Order are firm and definite, that is non-revisable according to variation of economic conditions.

8.2. Any penalty or interest claim, in order to be applicable to INPAL, shall have been previously accepted in writing by INPAL.

9. INVOICING

- 9.1. The day following the delivery or the end of the intervention, for each Purchase Order the supplier shall transmit to the Purchase Order issuing department an invoice.
- This invoice shall bear the complete references to the corresponding Purchase Order.
- 9.2. INPAL reserves the right to refuse invoice and delivery of any service provided for which they have not placed a Purchase Order.

Invoices shall be addressed in triplicate to INPAL ZAC Chapotin 238 rue des Frères Voisin 69970 CHAPONNAY – France and shall bear the number and date of Purchase Order and specify separately the invoiced taxes and Goods Customs nomenclature. In the case of non-compliance to the stipulations of the Purchase Order, it shall be returned to the supplier and the due date postponed, at INPAL's sole discretion, to the following month.

10. PAYMENT

Subject to the goods compliance with the stipulations in the above mentioned article for the Purchase Order /invoice, payment shall be made by accepted draft or by promissory note 45 days end of month or 60 days as of invoice issuance date . The supplier shall authorise INPAL to off-set the sum due by INPAL or any invoice assignee and the sum due by the supplier, in whatever capacity.

11. PENALTIES

- 11.1. This clause provides the penalties due in case of late delivery on the part of the Supplier.
- 11.2. INPAL shall be notified of any delay as soon as the reason for the delay is known to the Supplier; this notification does not constitute in any way an acceptance of the delay. As such, INPAL keeps the right and reserves the possibility of either:
- Cancellation of the Purchase Order without prior letter of formal notice.
 - apply to any partial or total delay a late delivery penalty of 5% of the total before tax of the goods undelivered of the Purchase Order for each week of delay with a ceiling of 10% of the total of the Purchase Order.

INPAL reserves the right to transfer to the Supplier any penalties for late deliveries and damage and interest that INPAL may itself or its own clients incur, except in the case of force majeure duly established by the Supplier.

CHAPTER 4: LIABILITIES AND WARRANTIES

12. WARRANTIES

- 12.1. The Supplier guarantees that goods comply with the Purchase Order and conform to the legal requirements and the regulations in force, notably in matters of hygiene, safety, labour and employment law.
- This warranty shall guarantee that all defects in relation to the specification required in the Purchase Order or any non-compliance or failure to the valid rules in line with accepted industry standards. Concerning patent defects of the delivered goods, the Supplier shall guarantee the goods for a period of one year from the date of delivery. The guarantee shall include the outright replacement of the goods or the supplies and costs incurred and adverse consequence suffered by INPAL or its clients.
- 12.2. Unless otherwise stipulated, all repairs and outright or partial replacement of materials and/or equipment in conformance with the guarantee shall be backed up with a new equivalent guarantee from the date of the end of the repair or replacement of defective material and/or equipment.

13. LIABILITIES - INSURANCE

- 13.1. Any exemption or exoneration clause shall not be enforceable against INPAL unless expressly agreed in writing by INPAL. The Supplier shall be liable for all damages of any kind (corporal, material or immaterial damages) incurred by INPAL or any third party in the execution of the present Purchase Order.
- 13.2. Furthermore, the Supplier shall guarantee INPAL against recourse carried out against it, notably concerning clauses 1641 et seq. and clause 1792 et seq. of the Civil Code, as well as for any risk of any industrial ownership claim.
- 13.3. The Supplier shall certify that he holds and maintains valid with a reputedly solvent insurance company the necessary insurance policy or policies to cover the risks commensurate with the nature of the Purchase Order and for a sufficient amount. The Supplier shall provide proof at INPAL's first request.

14. SUBCONTRACTING

The Supplier shall assume the sole responsibility for the proper implementation of the scope of order. Under no circumstances shall the Supplier invoke the fact that all or part of the scope of work was subcontracted even if the fact had been brought to the attention of INPAL.

15. CONFIDENTIALITY

All information communicated to the Supplier and documents such as, in particular, plans, descriptions, notes, diagrams, outlines, mock-ups forwarded by INPAL or executed by the Supplier for the Purchase Order are strictly confidential and shall not be used or communicated, except with the express prior agreement by INPAL.

- 15.1. These documents are or shall become the exclusive property of INPAL. The supplier shall not use as a reference the name of INPAL without its express prior agreement.

16. TERMINATION

In addition to the provisions of articles 4.3 and 11.2, in the case of total or partial non-execution by the Supplier of any of his contractual commitments, all or part of the Purchase Order shall entail automatic termination eight days should the formal notification transmitted by registered letter remain without acknowledgment of receipt.

CHAPTER 5: LITIGATION

17. JURISDICTION

Any disputes arising between the parties relating to the scope of work or the interpretation of the present General Conditions and/or the Purchase Order shall be under the exclusive jurisdiction of the Commercial Court of the region where INPAL's head office is based. This Commercial Court shall be the sole authority whatever the delivery location, even in the case of warranty claims or plurality of defendants.

18. APPLICABLE LAW

French law shall be applicable.