

## **GENERAL CONDITIONS OF PURCHASE 09/11/12**

### **SECTION 1 – General conditions of purchase applicable to the contract**

It is expressly agreed between BUHLMANN FRANCE Company and its supplier(s) that any BUHLMANN FRANCE Company's purchases, whatever they are, are exclusively governed by the general conditions of purchase as stipulated herewith, without prejudice to possible specific conditions, which would be agreed, in writing, with BUHLMANN FRANCE Company.

It is then expressly agreed that BUHLMANN FRANCE Company's general conditions of purchase will prevail over any other supplier(s) possible contractual stipulations and this, whenever such other stipulations are prior, concomitant, or subsequent to BUHLMANN FRANCE Company's general conditions of purchase, except in case of an explicit and in writing derogation, if beforehand agreed with BUHLMANN FRANCE Company.

In case of possible contradiction, or conflict between BUHLMANN FRANCE Company's general conditions of purchase and BUHLMANN FRANCE Company's specific conditions, it is agreed that this Company's specific conditions will prevail. BUHLMANN FRANCE Company's general conditions of purchase constitute an overriding contractual element, which will form part of the materials, supplies or services contract.

### **SECTION 2 – Orders**

Any acceptance by the supplier(s) of BUHLMANN FRANCE Company's order involves, ipso facto, the acceptance of BUHLMANN FRANCE Company's particular, as well as general conditions of purchase as stipulated herewith, that will prevail over any possible conflicting stipulations, even posterior, that could be issued and/or mentioned on any supplier's document, unless BUHLMANN FRANCE Company agrees explicitly and in writing, on such different stipulations.

Unless BUHLMANN FRANCE Company agrees explicitly and in writing on different stipulations, the prices as shown on the order are considered as being final and binding and then, cannot be revised, or modified.

It is expressly agreed between BUHLMANN FRANCE Company and its supplier(s) that no implicit derogation, or implicit modification, or waiver to BUHLMANN FRANCE Company's specific, or general conditions, will be valid, unless otherwise agreed, priority and in writing, with BUHLMANN FRANCE Company.

**Any derogation to, or breach of BUHLMANN FRANCE Company's specific or general conditions of purchase, that could be possibly tolerated, or not disputed, by BUHLMANN FRANCE Company, or in case of silence, or failure, or delay by BUHLMANN FRANCE Company to exercise any rights, or the lack of opposition to any derogatory acts, or to any violations of any kind, will not be interpreted as a novation to its specific or general conditions and will not operate as a waiver of BUHLMANN FRANCE Company's rights.**

The contract is considered as being final and binding when, taking into account the order, the supplier has shipped the products, or performed services, and when he has issued and delivered conformity certificates for the materials, products, or services.

The commitments as taken by BUHLMANN FRANCE Company's representatives are valid upon the condition they have been agreed and confirmed in writing by such representatives.

### **SECTION 3 – Cancellation of order**

Any order, or any part of such order and possible amendments can be, upon BUHLMANN FRANCE Company's sole discretion, cancelled by this company, after a prior notice sent to the supplier, that remains with no effect for **15 days**, and this, without any other formality; in this case, the supplier or its assignees, cannot claim for any indemnity or compensation of any kind.

Any order, or any part of such order and possible amendments can be, upon BUHLMANN FRANCE Company's sole discretion, cancelled without any formalities, namely without any prior notice and this, without any right for the supplier or its assignees to claim for any indemnification, or compensation of any kind :

- in case the supplier is subject to any collective bargaining, bankruptcy proceedings, or is subject to designation of any trustee, or assignee in charge of preserving the creditors interests, or is subject to suspension of payments, or stoppage of payments,
- in case of discontinuation of business, termination, or dissolution of the supplier,
- in case of force majeure, as described in SECTION 16 below, results in a late delivery of more than a month,
- in case of international conflict, or of a decision of any public authority, that results in suspending commercial or financial relationships between BUHLMANN FRANCE Company and supplier(s) and/or with final user(s), BUHLMANN FRANCE Company's customer(s), or in case of cancellation of the order, or of any part of it, by this(these) customer (s).

**Any notice of order cancellation will be notified in writing by BUHLMANN FRANCE Company to the supplier, by registered letter with acknowledgement of receipt.**

In any case of cancellation, as referred to above, the supplier commits itself, upon BUHLMANN FRANCE Company's written request, to return to this company any money, as received by virtue of the order which is cancelled.

**In case of cancellation, for any reasons, as referred to above, any amount due by BUHLMANN FRANCE Company to the supplier will be definitely kept by BUHLMANN FRANCE Company and this, as a final and lump sum indemnity, without prejudice to any possible damages, resulting from any costs and harms suffered.**

### **SECTION 4 - Inspection**

The materials, or supplies, object of the present order, will be subject, upon BUHLMANN FRANCE Company's sole discretion, during the performance of the order and before shipment from the supplier's facilities, to BUHLMANN FRANCE Company's inspection department, or by any official authority, as appointed by this company.

BUHLMANN FRANCE Company has also the right to control, or appoint any company for controlling the materials or supplies, in the supplier and/or its sub-contractor's premises.

In such case, the costs for such inspection will be borne by the supplier.

After arrival of the materials or supplies, BUHLMANN FRANCE Company has the right to demand any inspection of materials, or supplies and this, for a period of 4 months after such arrival.

The inspection and acceptance will only take place after complete delivery of materials, or supplies and performance of services.

The materials, or supplies, or services, as inspected, even if they were to be considered as being conform to the order, remain subject to the warranty and liability provisions, as stipulated below. The inspection does not modify, in any event, the seller's liabilities and warranties.

The inspection of materials, or supplies, or services and/or the payment of the supplier's invoice(s) cannot be regarded or interpreted as a general acceptance of the materials, supplies, or services.

Even in case BUHLMANN FRANCE Company fails to make any reservation, this company has the right, then, to refuse all or any of the materials, or supplies, or services, in case of any defects, including any apparent as well as hidden defects.

The inspection and/or acceptance of the materials, supplies, or services, does not exclude the right to demand an additional reception and planning of tests, upon BUHLMANN FRANCE Company's sole discretion.

### **SECTION 5 – Shipment/Delivery notice**

The supplier must send to BUHLMANN FRANCE Company a shipment/delivery notice, as soon as the materials or supplies are ready to be inspected, or shipped.

### **SECTION 6 – Transfer of risks**

The date the risks in goods will pass to BUHLMANN FRANCE Company is determined by the following methods, unless otherwise agreed in writing between the parties.

The risks in goods are transferred from the supplier to BUHLMANN FRANCE Company, upon actual delivery of materials, or supplies, to BUHLMANN FRANCE Company, or to its customers, being agreed that supplier must inform BUHLMANN FRANCE Company, in writing, of the date this company, or its customers will receive delivery of materials, or supplies.

The supplier must inform, sufficiently in advance, BUHLMANN FRANCE Company of shipment of materials, or supplies, so that BUHLMANN FRANCE Company, or its customers, have enough time to take appropriate measures.

### **SECTION 7 – Refusal of any reservation of ownership**

Unless otherwise agreed, in writing, with BUHLMANN FRANCE Company, no reservation of ownership of goods, in favor of supplier, is agreed by BUHLMANN FRANCE Company, for the materials and/or supplies which are sold to BUHLMANN FRANCE Company.

Consequently, ownership of goods will definitely pass to BUHLMANN FRANCE Company as soon as materials, or supplies, are actually delivered.

### **SECTION 8 – Delivery slips and/or list of packages**

All packages must be accompanied with delivery notes, as issued by BUHLMANN FRANCE Company and must bear the complete references of the order and this, even if the materials, or supplies are directly delivered to BUHLMANN FRANCE Company's customers.

Two copies of such notes must be sent directly by Post at the latest on the same day of shipping to BUHLMANN FRANCE Company.

The supplier will communicate at the latest 72 hours before shipping to BUHLMANN FRANCE Company, the commercial and technical information, so as to allow this company to establish its own delivery notes and/or lists of packages.

### **SECTION 9 – Checking documents**

Unless otherwise agreed, in writing, between BUHLMANN FRANCE Company and its supplier, the supplier must systematically provide checking documents, at the latest when materials or supplies are shipped.

The supplier guarantees that materials, or supplies, as delivered, or services as performed, are conform to the orders, or to any possible contractual attachments to such orders and to any contracts, technical requirements, applicable norms, regulations, general conditions and demands, or specific conditions and demands, etc., of BUHLMANN FRANCE Company and/or its customers.

Checking documents must, in accordance with the order mentions, accompany the supplier delivery notes and/or must be sent to BUHLMANN FRANCE Company, at the latest when the materials or supplies are shipped.

If the supplier fails to do so, payment of the supplier invoices for such materials, or supplies, will be suspended until checking documents will be received, as well as due date for payment of such invoices will be determined in taking into consideration the starting point as from the date such documents have been received.

### **SECTION 10 – Raw materials-materials**

In case all, or any of the raw materials, which are necessary for manufacturing materials, or supplies, object of the order, are provided by BUHLMANN FRANCE Company, such raw materials, or materials, as well as any materials manufactured with such materials, will be and remain the **exclusive property of BUHLMANN FRANCE Company** and this company will have the exclusive right to dispose of them, freely and at anytime.

The supplier undertakes to take any appropriate measures in order to identify such raw materials and materials that belong to BUHLMANN FRANCE Company and to ensure preservation of this company's rights on such materials and raw materials.

### **SECTION 11 – Sub-contractors-purchases**

The suppliers will not be authorized to sub-contract the manufacturing of materials, or supplies, objects of the order, as placed by BUHLMANN FRANCE Company, unless otherwise agreed, in writing, with BUHLMANN FRANCE Company.

The suppliers are not permitted, in any case, to purchase materials and supplies, objects of the order, from manufacturers which are not priorly appointed by BUHLMANN FRANCE Company.

### **SECTION 12 – Intellectual property rights**

The supplier guarantees BUHLMANN FRANCE Company against any consequences or any actions, resulting from usage of any intellectual property rights and namely, any industrial property rights, arising out of any disputes, relating to such materials, or to supplies, objects of the order.

The supplier undertakes, at its own costs, to defend BUHLMANN FRANCE Company, or to reimburse such company if it decides to use such an option, all its Counsels or Lawyers' costs, that would be incurred because of any actions, or lawsuits, or any legal procedures started against BUHLMANN FRANCE Company, arising out of any violations of any intellectual property rights, in connection with any purchases, supplies, or usage of materials, or supplies.

The supplier undertakes to bear all the costs and to indemnify BUHLMANN FRANCE Company for any losses, liabilities, damages and any expenses, subsequent to such actions.

BUHLMANN FRANCE Company will have the right to hire any Counsels, lawyers of its choice, being agreed that the supplier will have no right to oppose to such choice, for refusing the payment of these Counsels and Lawyers' costs and fees.

### **SECTION 13 – Packaging**

Packaging of the supplier's products must be made in taking into consideration the type of materials, or supplies, as well as the way they are shipped and their destination, in order to assure a proper protection of such products.

### **ARTICLE 14 – Shipment**

The FOB or any other shipping methods are only conditions of payment, but have no effects on the risks, liabilities and transfers of risks.

The markings on packages, the list of packages, the bundle of documents, must fully comply with the terms and conditions as stipulated in the contract and/or order and its attachments, etc.

### **SECTION 15 – Late deliveries**

Any late delivery must be notified in writing to BUHLMANN FRANCE Company, at the latest 8 days before the contractual date for delivery and in any event, as soon as the cause of such delay is known by the supplier.

Such notification does not constitute, in any event, an exoneration cause of liability, or warranty, or acceptance of such delay by BUHLMANN FRANCE Company ; in this case, BUHLMANN FRANCE Company keeps the right to cancel any order, without any indemnity for the supplier and to ask the supplier to pay any late delivery penalties and any damages and costs, that would be suffered by BUHLMANN FRANCE Company, including namely but, not limitatively, for supplying new materials, raw materials and services.

### **SECTION 16 – Force Majeure**

As agreed between the parties, the definition of force majeure is limited exclusively to the following events : earthquake, cyclone, state of war, riots and general strike, on the supplier's territory.

### **SECTION 17 – Invoices**

All invoices must be sent to BUHLMANN FRANCE Company's headoffice. They must be established in 2 copies (and in 3 copies for foreign suppliers) and must mandatorily mention the full references of the order.

The lack of such information is susceptible to significantly delay controls and payment of the invoices; in such case, the supplier will

not be entitled to present any claim, or ask for any interest on overdue payment, or any indemnity, or penalty of any sort.

The invoice must mandatorily :

- mention the amount due, before taxes, for the materials, supplies, or services,
  - mention the amount of the applicable taxes,
  - mention the total amount due, including taxes,
  - mention more generally, any mandatory information, in accordance with any applicable legal provisions, or regulations,
  - comply with the order and with any other possible stipulations.
- Such invoices cannot be established before the day materials, or supplies have been shipped, or services have been performed.

### **SECTION 18 - Payment**

Unless otherwise agreed, in writing, with BUHLMANN FRANCE Company and without prejudice to Section 9 above, payment of supplier's invoices will be made 60 days after receiving the invoice, on the tenth day after the end of the following month, without any interests and this, by check, bill of exchange, or bank wire transfer. Any invoice received after the 25<sup>th</sup> of the month will be considered as being received on the first day of the following month.

Any payment of invoice requires **priority**, in any event, delivery or supply of goods, or performance of services.

In case of payment by means of bill of exchange, such bill is issued by BUHLMANN FRANCE Company and sent directly to the supplier.

Any invoices are payable at BUHLMANN FRANCE Company's headoffice, whatever means of payment may be used, including promissory notes, or bills of exchange, which cannot constitute any derogation, or novation to the present clause.

No delegation, subrogation, transfer of credit, or debt etc., will be agreed by BUHLMANN FRANCE Company, unless BUHLMANN FRANCE Company's prior and in writing consent.

### **SECTION 19 – Warranty - Liability**

**19.1 – The supplier owes a full and entire warranty on all and any materials, supplies, or services sold to BUHLMANN FRANCE Company.**

**19.2 – This warranty covers any defects, with regard to the contractual requirements or to any state of the art, as commonly agreed in supplier's profession and activities.**

**19.3 – Regarding the apparent defects, the suppliers owes BUHLMANN FRANCE Company a one year warranty, as from the day of final inspection/acceptance.**

**19.4 – The warranty will result in the full replacement of materials, or supplies, or performance of new services, as well as payment of any costs and expenses resulting from such replacement, or services and of any damageable consequences of any kind, predictable or not predictable, as suffered directly, or indirectly by BUHLMANN FRANCE Company, or its costumers.**

**19.5 – Regarding the non-apparent or hidden defects, the supplier is also fully and entirely liable, without any limitation, or statute of limitation, of any damageable consequences, of any kind, predictable or not predictable, as suffered directly, or indirectly by BUHLMANN FRANCE Company, or by its costumers.**

**19.6 – The supplier is obliged to insure its personal liability and its products liability, with an insurance coverage, from a financially sound insurance company, for a sufficient amount, with regard to the materials, supplies, or services which are sold and the possible risks incurred.**

**The supplier must communicate to BUHLMANN FRANCE Company an insurance company's certificate when the order is placed, at the latest.**

**If failing to do so, BUHLMANN FRANCE Company will have the right to subscribe, at the supplier's exclusive expenses, an insurance coverage in order to cover such liabilities and responsibilities, of which costs will be compensated with any amount due to the supplier.**

**19.7 – the supplier takes also the commitment to guaranty a full after-sales service, in accordance with its professional activity rules and habits, considering the type of materials, supplies, or services and this, with diligence and promptness.**

**19.8 – if the supplier fails to his obligation to replace, or repair the materials, or supplies, or to perform services at its own expenses, and this, in the shortest time, BUHLMANN FRANCE Company will have the right to make replace, or repair the materials, or supplies, or to make perform services at the supplier's exclusive costs and risks, without prejudice to any damages and to the present warranties.**

**19.9 – The warranty period of time is extended for a period of time equal to the time the materials, or supplies did not work properly and until they are repaired and work properly.**

**19.10 – In addition, in any event, the supplier takes the commitment, with no reservation, nor limitation of any kind, to participate spontaneously, as a PARTY, upon BUHLMANN FRANCE Company's request, in any legal proceedings, or any other proceedings, which would be initiated by any costumers, or any third parties, against BUHLMANN FRANCE Company, in connection, directly or indirectly, with the materials, or**

**supplies, or services ; in this case, the supplier will be barred from opposing to BUHLMANN FRANCE Company any refusal of any kind, for lack of standing, or based on any other legal grounds of any sort, so that supplier will be barred from refusing its participation and its full and entire warranty, before any Court in charge of adjudicating the matter.**

**19.11 – Similarly, the supplier takes the commitment to participate, upon BUHLMANN FRANCE Company's request, to any possible amicable discussions and negotiations, prior to any lawsuit, if any claim is made by any of its customers or any third parties, relating, directly or indirectly, to the materials, or supplies, or services.**

**19.12 – It is expressly agreed between the parties that NO limitation of liability, or responsibility, or warranty, of any kind and that NO forum selection, or choice of law provisions, or any other provisions whatever, may directly, or indirectly, authorize the supplier to make any obstacles to the present provisions, so that such provisions will prevail over any others, in any event.**

**19.13 – It is also expressly agreed that supplier will owe BUHLMANN FRANCE Company a full and entire warranty, without any limitation of any kind, for any damageable consequences whatever, as suffered by BUHLMANN FRANCE Company and for any possible decisions, sanctions, orders to pay etc., that will be taken against BUHLMANN FRANCE Company, by any Court of any kind, on any territory, by any means, in connection with the supplier's materials, supplies and services.**

**19.14 – Consequently, the supplier undertakes to fully bear, at his own expenses, any financial consequences (including proceedings and lawyers' costs), or any other possible consequences for BUHLMANN FRANCE Company, resulting from any claims, legal actions etc., whatever they are, as initiated against BUHLMANN FRANCE Company, regarding the supplier's materials, supplies and services.**

**19.15 – BUHLMANN FRANCE Company will keep, under such circumstances, the right to freely choose its Counsels and Lawyers and in such case, the supplier will have no right to refuse the payment of such costs and fees, as already stipulated above.**

### **SECTION 20 – Confidentiality**

Any documents, or information of any sort, as provided by BUHLMANN FRANCE Company and/or its costumers, to the supplier, for performance of the orders, as well as any elements, especially the statements, studies and any documents drafted for the performance of any order, are strictly confidential.

Any documents and information of any sort, that would be brought to the supplier's knowledge, or disclosed to this supplier, by any means and especially, for performance of the contract and more particularly, those in connection with BUHLMANN FRANCE Company and/or its costumers' organization, technical, or commercial activities, etc., or their financial statements, or figures, are also strictly confidential.

Those documents, information and all elements as mentioned above, can only be used by suppliers for performance of the order and cannot be subject to any disclosure to any third parties, or to any members of its personnel, who are not involved in performance of the order, except if such disclosure is required by virtue of legal provisions.

The supplier undertakes to comply with this confidentiality commitment and to impose such confidentiality to its personnel members, as well as to its subcontractors and to make sure that such confidentiality will be fully and strictly respected, first for the duration of the contract and then, for 5 years, as starting from the last delivery of goods, or performance of services.

The supplier will return to BUHLMANN FRANCE Company, after termination of the contract, for any reasons, all documents and information, as well as any copies that may be in its possession.

### **SECTION 21 – Forum selection- Choice of law**

Any litigation arising out of the interpretation and/or performance of the present conditions of purchase and more generally, in connection with the purchase, by BUHLMANN FRANCE Company, of any supplier's goods and services, or in connection with the relationships between BUHLMANN FRANCE Company and this supplier, as well as in connection with any agreements between them, will fully and exclusively fall within jurisdiction of the Commercial Court of PARIS, in FRANCE and this, even in case of several defendants.

In addition, it is expressly agreed that any agreements and more generally, any relationships between BUHLMANN FRANCE Company and its suppliers will be exclusively subject to and governed by French Law.