

# GENERAL TERMS OF PURCHASE

## I – APPLICATION OF THESE GENERAL TERMS OF PURCHASE

These general terms of purchase form an integral part of the order. Notwithstanding any contradictory clause, these general terms of purchase shall prevail over the supplier's general terms of sale.

## II – ACKNOWLEDGEMENT OF ORDER

Every order must be accepted unconditionally by the supplier, no later than fifteen days from the issue of the order form.

If the supplier does not acknowledge receipt within fifteen days, the order is considered to be accepted unconditionally by them. The supplier's fulfillment of the order implies formal acceptance of all the clauses contained within this document.

All reservations of any kind raised by the supplier, particularly in their acknowledgement of order, must be accepted in writing by us, failing which such reservations shall be considered null and void.

## III – DEFINITION OF DELIVERABLES

### 3.1 – General

The deliverables and any additional services to be provided are defined by the full set of documents constituting the order:

- order form;
- technical specifications and/or drawings;
- special terms;
- general terms, etc.

in accordance with the order of priority defined on the order form or, in its absence, the decreasing order of priority given above. The supplier is considered to be perfectly familiar with the services and/or deliverables within the order and to be aware of the conditions under which they shall be used.

The materials or components used to manufacture them shall be new, first rate and free from any defect.

The supplier is contractually obliged to request from DELTA NEU, in a timely manner, any information and/or supplies necessary for their research and work.

### 3.2 – Limits and exclusions

These are specified in the order and its annexes. It is expressly agreed that, should certain details which fall within the supplier's remit be omitted from the order, the supplier should take them into account when supplying the deliverables, and they may not claim any additional payment or extension to the delivery time as a consequence.

### 3.3 – Subcontracting

Under no circumstances shall the supplier transfer any part of the provision of services or deliverables to one or more subcontractors without written agreement from DELTA NEU which, if such agreement is given, reserves the right to demand a copy of all such sub-orders from the supplier as they are processed. The supplier retains sole liability for the deliverables and/or services supplied.

### 3.4 – Provision of drawings and documents by the supplier

Depending upon the equipment ordered, all necessary technical information (foundations, adjustments, connections for electricity, water, compressed air supplies etc.), along with all precautions to be taken for the proper use of the equipment, shall be delivered to DELTA NEU by the supplier within the time period stipulated in the order.

The supplier must provide 3 copies of the equipment operation and maintenance manual, one of which must be supplied with the deliverables.

The supplier shall also provide a list showing current prices of the replacement parts required to permit operation in a three-shift pattern for two years.

Failure to produce drawings and documents shall constitute a barrier to payment of the balance on the deliverables.

## IV – INSPECTION – TESTING

Inspection of the equipment in terms of its technical aspects or completion times may be performed at any time during manufacture by our inspectors, possibly accompanied by those designated by our client. DELTA NEU and their client shall have free access to the workshops operated by our supplier and/or their subcontractors during normal working hours.

Equipment tests are defined in the order and its annexes. The supplier shall be liable for costs incurred through testing. If testing or inspection cannot take place on the expected date, for reasons attributable to the supplier, in spite of the inspectors sent by DELTA NEU and/or their client being on site, then the costs relating to a second visit shall be billed to the supplier. If any non-conformity with the specifications contained in the order form or any incorrect operation is observed during testing in the factory, in our workshops or on site, then the supplier shall modify or replace the equipment until it conforms or operates correctly. The costs of any further testing to check the replaced or repaired equipment shall also be billed to the supplier. Equipment shall not be taken back or repaired without written agreement from DELTA NEU, which can only be given once its personnel have examined the proposed repair procedure.

Monitoring, inspection and acceptance of the equipment by DELTA NEU shall not release the supplier from their responsibility as manufacturer, which remains fully in force.

## V – REJECTION CLAUSE

If all or part of the services and/or deliverables are rejected following failure to conform to the provisions of our order and the supplier's inability to replace them or make them comply at their own expense, in the shortest possible time, DELTA NEU reserves the right to cancel all or part of the order, in accordance with the provisions of Clause 20, subject to all its rights to damages and interest.

## VI – GUARANTEES

### 6.1 – Mechanical guarantee of the deliverables

The supplier formally guarantees:

- conformity of our order with standard references;
- the quality of the design and materials in accordance with industry standards;
- correct mechanical, thermal, electrical operation etc.

Deliverables which appear to be or become unsuited to the purpose for which they are intended during the course of the guarantee period shall be rejected under the guarantee and replaced by the supplier at their own cost.

### 6.2 – Period of the mechanical guarantee

The deliverables within the order shall be guaranteed for a period of twelve months from the date of receipt of the plant (as confirmed in the reception report) including the deliverables contained in the order. However, unless otherwise specified on the order form, the total period of the mechanical guarantee shall not exceed two years from the date of delivery of the deliverables to our workshops or on site.

### 6.3 – Implementation

Replacement parts shall not be definitively accepted until after a new guarantee period of twelve months from commissioning if, in addition, the equipment does not fully satisfy the conditions stated in the order.

DELTA NEU reserves the right, in case of emergency or a failure by the supplier, to carry out repair work on the equipment concerned immediately on site at the expense of the supplier who shall have been duly notified in advance. It is understood that the contractual arrangements specified above shall not under any circumstances release the vendor from their liabilities arising from applicable legal and/or regulatory provisions.

### 6.4 – Performance guarantee

Should such a guarantee be demanded for the deliverables within the order, it shall be stated and defined within the specifications.

At DELTA NEU's request, that performance may be tested in the presence of both parties upon commissioning of the equipment on site.

Should the agreed level of performance not be achieved, the supplier has a maximum period of three months to modify the deliverables at their own expense and repeat the guarantee tests. Should acceptable performance not be achieved at the end of that period, the supplier shall abide by DELTA NEU's decision:

- either to apply contractually agreed penalties,
- or to have the defective equipment replaced at the supplier's expense,
- or to demand damages and interest,
- or to cancel the order in accordance with the provisions of Clause 20.

## VII – WRAPPING AND MARKING OF PACKAGES

The equipment shall be suitably protected against any damage during transport (including loading and unloading). It shall also be protected against any exposure to poor weather and humidity. Special precautions shall be taken to protect machined or polished parts. Parts or packages shall be identified and marked to a high level of legibility, in accordance with the instructions given by DELTA NEU.

A packing list shall be enclosed within each package.

## VIII – SHIPPING

The shipping instructions shall be stipulated in the order.

In the case of a provisional acceptance at the supplier's premises, the supplier shall proceed with shipping the equipment once provisional acceptance has been granted, and following receipt of a shipping order issued by DELTA NEU.

Where deliverables have been shipped without technical acceptance being declared, then the supplier may be liable to have the deliverables concerned returned at their own expense. Unless otherwise stipulated in the order, wrapping and transport shall be at the supplier's own risk and expense. A delivery note bearing the order form number must be produced in triplicate by the supplier. One copy is enclosed with the equipment, the second is sent to the issuer of the order form, and the third copy, signed by our receiving clerk, shall be sole proof of delivery, without implying acceptance of the deliverables. The purchaser may delay shipment of the equipment following its completion. In that case, the equipment must be carefully stored by the supply on their premises. That storage shall be free of charge and no fee shall be payable by the purchaser for a period of 4 months from the day the equipment is released as ready for shipment.

## IX – DEADLINES

The order shall specify the completion and delivery deadlines accepted by the supplier, along with any interim deadlines. All deadlines are binding. They must be honored, even if the supplier should be placed into receivership during fulfillment of the order.

## X – PRICES

Unless otherwise specified, the prices shown on order forms are binding and not subject to change; they are understood to apply to deliverables inclusive of duty, carriage and packing.

In addition, they include:

- the documentation specified above and in the corresponding clause of the order form;
- testing, acceptance and factory testing;
- special manufacturing, assembly and/or maintenance tools;
- identification and labelling;
- all taxes and duties other than value added tax.

## XI – PRICE ADJUSTMENTS

In case of a price adjustment, the arrangements shall be specified on the order form. The application period shall under no circumstances extend beyond the contractual deadline specified in the order. No price adjustment shall be allowed following expiry of the contractual deadline, except in acknowledged cases of force majeure. However, price adjustments shall apply beyond the contractual deadline in case of a reduction to the purchaser's advantage. The supplier is obliged, subject to foreclosure, to provide all price adjustment invoices to the purchaser within a period of six months from publication of the last applicable index in the BOSP; those invoices shall be accompanied by full supporting documentary evidence.

## XII – INVOICING

Invoices shall be sent in 3 copies for each order form to the address shown on the order form. Invoices shall include the order form number, date and delivery address, and the supplier's note number. Invoices shall specify the total amount exclusive of tax and how it has been calculated, the total amount of VAT and the net amount to pay. Invoices which do not satisfy those conditions shall be declined and returned.

## XIII – PAYMENT TERMS – COMPENSATION

Unless otherwise specified, payment shall be by bank transfer 45 days from the end of the month in which the invoice is dated. Payments to be made by DELTA NEU may be used to offset any due claim to money held over the supplier by DELTA NEU.

## XIV – BANK GUARANTEE

The supplier may be requested to supply any bank guarantee deemed necessary by DELTA NEU, the financial charge being borne fully by the supplier, who may not use it as a basis for changing the price of their offer.

## XV – PENALTIES

Except in cases of force majeure as recognised within the terms of the contract, any delay by the supplier in fulfilling their order and/or obtaining the guaranteed levels of performance shall be subject to penalties, the arrangements for which are set out in the order form. In the case of a delay, the supplier shall pay us a penalty sum of 1% per week's delay, limited to 5% of the value of the deliverables. After five weeks' delay, DELTA NEU reserves the right to set a new deadline with the supplier or to cancel the order. Penalties are applicable with full legal effect without prior formal notice. The amount of such penalties is calculated according to the total value of the order.

## XVI – FORCE MAJEURE

Force majeure is taken to mean any unforeseeable or insurmountable event. Accepted cases of force majeure shall include the following in particular: acts of God, fire, war, riot, revolution, national general strike. Where a supplier has failed to re-stock in time, that shall not be recognised as a case of force majeure. The occurrence of a case of force majeure must be notified by the party invoking this clause, by telex, and confirmed by letter within 48 hours following the event. That telex must specify the events marking the start and end of any event considered to be a case of force majeure by the party invoking this clause. The party invoking this clause must produce a certificate signed by the Chamber of Commerce under whose jurisdiction it operates.

## XVII – THIRD PARTY ACTION ON PATENTS, TRADEMARKS AND PATTERNS

The supplier indemnifies DELTA NEU against any direct or indirect complaint by patent holders or owners of trademarks or patterns relating to the design, form, construction, manufacturing processes and use of the equipment supplied.

## XVIII – CONFIDENTIALITY

The technical specifications and drawings sent by DELTA NEU to the supplier and used as the basis of the fulfillment of this order have been created by DELTA NEU; some of them may be protected by copyright. They should be considered confidential. To avoid any disclosure of elements of this equipment to others, the supplier also undertakes not to communicate the content of the above technical specifications and drawings to third parties, whoever they may be, without prior written agreement from DELTA NEU.

With the exception of the purpose for which they were issued to the supplier and where no written agreement exists from DELTA NEU, the supplier also undertakes not to reproduce, copy or publish those specifications or drawings, nor to allow their reproduction, copying or publication, and to take all necessary precautions to prevent such an eventuality. Similarly, the supplier undertakes not to manufacture or have manufactured for delivery to third parties the materials and equipment covered by the purchase orders, specifications and plans issued to them by DELTA NEU. The supplier shall take all necessary measures to ensure that their personnel comply with that undertaking.

## XIX – INSURANCE

The supplier shall be obliged to insure the deliverables whilst they are being transported from the factory to the delivery site if such transport is their responsibility. The supplier shall insure all the equipment and/or tools that DELTA NEU may need to provide to them. The supplier, if they are also responsible for assembly of the deliverables on site, undertakes to take out sufficient insurance to cover:

- their staff against all risks provided in company law, as well as those provided in all statutes or conventions which may be applicable to them;
- their liabilities to third parties for any material or bodily harm caused by accident, fire and explosion as a result of or when the provision of services for which they are responsible;
- their equipment and temporary installations at the work site, renouncing any claim against the project owner and his representatives in the case of an adverse event.

They shall be obliged to provide all evidence of such cover immediately upon request by DELTA NEU.

## XX – CANCELLATION

The order may be cancelled with full legal effect, in part or in whole, if DELTA NEU so wishes, through the issue of a single recorded delivery letter with request for acknowledgement of receipt, and without any further legal formality:

- should the supplier fail to fulfil one or more clauses of the order, or when the total amount of penalty payments due has reached the maximum allowed in the order, under which circumstances DELTA NEU expressly reserves all rights to the payment of damages and interest;
- should the supplier be placed into receivership during the fulfilment of the order, unless the administrator personally undertakes in writing that all clauses in the order, particularly those relating to deadlines, are to be honoured.

## XXI – TRANSFER OF OWNERSHIP

Transfer of ownership shall be by delivery of the deliverables or by its being released to DELTA NEU in the supplier's factory, if such release is written into the order form. However, in the case of advance payments made against the total value of the deliverables, ownership of the materials supplied, or fractions of the deliverables completed, insofar as they can be deemed to be separate items, shall be transferred to DELTA NEU as the corresponding payments are made. In that case, the transfer of ownership clause shall be formally stated on the advance payment invoice presented to DELTA NEU. The materials supplied or the deliverables concerned and stored at the supplier's premises and/or their subcontractors' premises shall be identified and marked by the latter with DELTA NEU's name. That transfer does not in any way affect the application of the supplier's guarantees in respect of the deliverables as a whole. Notwithstanding that transfer of ownership, the supplier retains legal care of the materials or deliverables concerned and shall therefore be answerable for their loss, disappearance, depreciation or damage they may cause.

## XXII – DISPUTE

Any dispute relating to the fulfilment of or payment for this order shall be subject solely to the provisions of French law and the Commercial Court of Lille alone shall be competent to pass judgement, irrespective of the general terms of sale and payment arrangements agreed.

## XXIII SOCIAL AND ENVIRONMENTAL LEGISLATION AND COMBATING OF CORRUPTION

The supplier hereby declares that it complies with the corresponding environmental and social legislation and the provisions concerning illegal employment. The Supplier undertakes to respond without delay to requests from DELTA NEU concerning its duty of vigilance. In particular, the supplier undertakes to present the sworn documents and certificates provided for in Article D 8222-5 and D 8222-7 of the Labor Code every 6 months from the date of the order until the completion of the latter. The documents and certificates referred to above will be placed by the supplier on the on-line platform indicated. As far as the combating of corruption is concerned, the Supplier undertakes to reject all forms of corruption, be it public, private, active or passive. In this context, the Supplier undertakes to respect the contractual, legal and statutory documents existing at national and international level in each country in which it is based and/or in which it operates concerning the combating of corruption.

## XXIV INTELLECTUAL AND MATERIAL PROPERTY

The plans, sketches, models, technical specifications, specific documents, production tools, monitoring tools and miscellaneous resources provided to or paid for the Supplier are and remain the exclusive, exempt property of DELTA NEU and may only be used for the exclusive purpose of DELTA NEU's orders. They may not be destroyed, amended, passed on to third parties, used or reproduced for other purposes without the written authorization of DELTA NEU.

The Supplier will be the guardian of the above-mentioned elements and will be liable for all damage, theft, disappearance, seizure, partial or total destruction which may affect said elements. The Supplier will be responsible for taking all the necessary steps in particular by taking out insurance policies to cover these eventualities.

The Supplier must affix a riveted plaque with the following wording: "Exempt property of DELTA NEU". Said elements must be returned in good working order at the simple request of DELTA NEU.

## XXV GDPR POLICY: PERSONAL DATA PROTECTION

Within the framework of the exploitation of the Solution and the provision of the Service, the Supplier processes personal data in accordance with the provisions of the general data protection regulation (GDPR). In addition to this data processing, the Supplier implements appropriate technical and organizational measures in order to protect personal data against accidental or unlawful destruction, accidental loss, alteration, circulation or unauthorized access, notably within the framework of data transmission in a network, and against any other form or unlawful processing in line with its confidentiality agreement which can be obtained from its website

## NEU-JKF Delta NEU

Parc d'Activités de la Houssoy – Rue Ampère – 59930 – La Chapelle d'Armentières – France

TEL : +33 320 105 050 – FAX : +33 (0)320 356 579 – delta.neu@delta-neu.fr

Code NAF 2825Z – RCS Lille B 301 468 146 – S.A.S. au capital de 2 250 000 €

N° de TVA intracommunautaire: FR 21301468146 – FI 260B delta-neu.fr