

**Article 1 – Applicability and definition of the order**

The present General Purchasing Conditions (GPC) define the terms governing the conclusion and performance of orders placed by Eurotradia International with its Suppliers ("Supplier") for the performance and provision of services and/or goods ("Supplies").

The present GPC apply to and are considered as an integral part of any order or order modification for Supplies, issued by Eurotradia International.

**Article 2 - Acceptance of the order by the Supplier**

The acceptance of orders from Eurotradia International or the commencement of any work on such orders implies unreserved acceptance of the present conditions, except in the event that Eurotradia International has signed a written agreement to the contrary. However, in the event of any conflict or contradiction, the special terms or conditions stated on the order will take precedent over the present conditions.

The Supplier will acknowledge receipt of the order within the 15 days following reception. Failing this, Eurotradia International reserves the right to cancel the order.

Any technical or commercial modification to the order vis-à-vis the initial proposal must be agreed in writing in advance by Eurotradia International, which otherwise reserves the right to cancel the order.

The observance of the terms of the order by the Supplier, (particularly concerning deadlines, dates and conformity) constitutes an essential obligation of the agreement. The Supplier is also bound by a duty to provide advice and information.

**Article 3 – The performance of orders for products****3-1 Packaging**

The packaging will be produced in accordance with the applicable standards and regulations, at the Supplier's liability, and should protect the product against any damage or deterioration during transportation or storage. Information concerning the invoicing for (or exchange of) packaging will be mentioned in the order. Acceptance of any returnable/exchangeable packaging by Eurotradia International will be mentioned on the delivery notes.

Packaging for so-called hazardous chemical products and products will be produced in conformity with the regulations

covering hazardous merchandise from the International Air Transport Association (IATA) and the International Maritime Dangerous Goods regulations (IMDG).

**3-2 Accompanying documentation**

The regulatory documentation applicable in France on the delivery date or that specified on the order is considered as part of the delivered product (delivery notes, certificates of conformity EASA form one, JAA Form one, FAA 8130-3, TCCA 24-00708 ...). Any incomplete or missing documentation will be interpreted as constituting a substandard delivery.

So-called hazardous chemical products and products must be accompanied among other things by their Safety Data Sheets in English.

**3-3 Delivery**

Deliveries must be carried out inclusive of all charges to the delivery point stipulated on the order. A separate delivery note or notice of readiness should be sent to Eurotradia International, mentioning the order number, the file number, the reference, the description and the quantity of products delivered in addition to a final invoice. No copies of the invoice should be attached to the documents delivered with the delivered products or in the packs themselves.

**3-4 Inspection - Refusal of the order**

The Supplier should verify and certify the conformity of the products.

Any product considered substandard vis-a-vis the order may be refused by Eurotradia International, with the Supplier becoming liable for either recovering the items or bearing full costs and liability for their return on a carriage due basis. Any refused products will be considered as being non-delivered and will consequently result in the payment of any related penalties and damages.

**Article 4 - Transfer of risks - Transfer of ownership**

The transfer of ownership and other related risks takes place at the time of delivery as per the applicable Incoterms. Any possible technical acceptance operations carried out on the Supplier's premises do not constitute a transfer to Eurotradia International.

**Article 5 – Delivery deadlines and late performance penalties**

The delivery and/or performance deadlines mentioned by Eurotradia International on the order form or those stated by the Supplier and accepted in writing by Eurotradia International are considered as imperative. The delivery dates are the dates on which the merchandise arrives at the delivery point stated on the order.

The Supplier will inform Eurotradia International of all circumstances likely to delay delivery the moment that he becomes aware of these, and Eurotradia International may accept the new delivery date proposed by the Supplier without this in any way prejudicing its right to insist on the payment of late performance penalties and damages.

Except in cases of force majeure, any delay will result in the application of penalties concerning the portion of the contract delivered or performed late. This penalty is calculated at a rate of 1% of the total ex VAT value of the order per week late, without this sum exceeding 10% of the ex VAT price for the ordered Supplies still to be delivered.

Eurotradia International reserves the right to cancel all or part of any order which has not been delivered within the agreed deadline or on the agreed delivery date, with no entitlement to compensation for the Supplier, following the issuing of formal notice by registered letter, this remaining fruitless for a period of fifteen (15) days. It furthermore reserves the right to submit any claim (in addition to these penalties) for damages in order to make good any losses which may directly or indirectly result from any delay for which the Supplier is liable.

**Article 6 - Prices – Payment terms**

The prices are firm, final, non-revisable, ex tax and net of all charges and duties.

The invoice must be issued within the five days following delivery to Eurotradia International and must mention Eurotradia International's order number and file number.

Payment will be made at 60 days following the issue date of the invoice.

**Article 7 - Warranty**

The Supplies should be provided in conformity with trade practices and must be delivered complete and in full conformity with the requirements and specifications of the order.

The Supplier guarantees the delivered products against any production defects, and furthermore guarantees that the products will fulfil the specified functions and services.

The warranty period is detailed in the order, by joint agreement with the Supplier. Failing this, the warranty will be considered as being valid for a period of one year as from the acceptance date by the end user.

In the event of faults being noted with the product during the warranty period, the Supplier agrees to remedy these within a period not exceeding 15 days following the warranty claim, at no cost to Eurotradia International. Beyond this deadline, penalties will be applied as provided for in article 5.

Under the same terms, the Supplier issues a guarantee concerning hidden defects, in accordance with the meaning attributed to this term by the law, whether the defect in question is discovered during or after the warranty period.

For products with an expiry date, the Supplier should specify the production date, the shelf life and the expiry date.

#### **Article 8 –Liability -Insurance**

**8-1** The Supplier will take all necessary measures to avoid accidents arising during the performance of the order.

The Supplier is liable for any bodily injury or property damage and any consequential losses related to any bodily injury or property damage which he may cause to Eurotradia International or to a third-party, as a result of either his actions or those of his agents, subcontractors, suppliers and service providers with regard to the order.

The Supplier is liable for any losses caused to property conferred upon him by Eurotradia International during the performance of the order.

**8-2** The Supplier must take out the necessary insurance policies or maintain those already in his possession, for a sufficient sum to cover all of the risks related to or arising from the performance of the order. The said insurance policies should be taken out with companies known to be solvent and the Supplier must supply insurance certificates to Eurotradia International immediately upon request.

However, the fact that the Supplier may or may not have taken out the said policies will in no way free him from his obligations and liabilities regarding the order, and the Supplier may not seek to limit or tie indemnities or compensation payable to

Eurotradia International to the value of any sums paid by his insurer(s).

#### **Article 9 – Rescission / Cancellation of orders**

Following the sending of formal notice to comply by registered letter (this remaining fruitless for a period of 15 days) Eurotradia International may rescind or cancel all or part of an order in the following circumstances, with the Supplier bearing full liability for this:

- The inability or refusal of the Supplier to perform all or part of a contractually accepted order
- A delay exceeding 45 days vis-a-vis the delivery date stipulated on Eurotradia International's order.
- A serious failure to abide by a special or general condition of an order,
- the cessation of the Supplier's activities, or his liquidation or legal rehabilitation (bankruptcy, Chapter 11, etc),
- The cancellation of the order by the client,
- The refusal by the French authorities to grant an export authorisation.

In the event of any established failings on the part of the Supplier, Eurotradia International reserves the right to seek a refund for those sums already paid, for all costs incurred, and for any damages or losses suffered.

#### **Article 10 - Force majeure**

Force majeure incidents are considered to include any external, unforeseeable, or unavoidable incident likely to hinder the normal performance of the order.

The party claiming the benefit of a force majeure incident must inform his co-contracting party within the five calendar days following the appearance of the incident, by registered letter. Following the expiry of a period of three months as from the appearance of the force majeure situation, the parties may choose to settle the situation out of court or to wholly or partially cancel the order.

#### **Article 11 - Confidentiality - Industrial and intellectual property rights**

**11-1** The Supplier agrees to treat as strictly confidential all information of which he may become aware during the performance of the orders placed by Eurotradia International including information concerning the order itself. Consequently,

he agrees that he will not communicate or use such information in any form for any reason whatsoever, and furthermore agrees to ensure that this obligation is fully observed by all of his staff, agents and subcontractors.

**11-2** As a specialist in his field, the Supplier should carry out all necessary research and take all necessary measures in order to ensure that the sale of his Supplies to Eurotradia International and their resale in all countries are fully legal. Consequently, the Supplier guarantees Eurotradia International against all claims or legal action from a third-party benefiting from any intellectual property rights including those resulting in a ban on sales, legal action for infringement, seizure or the payment of damages.

The Supplier agrees to ensure that Eurotradia International is not required to bear the cost of any resulting consequences or financial penalties.

The acceptance of the orders by the Supplier implies acceptance of the present clause. In the event of a refusal on the part of the Supplier, Eurotradia International reserves the right to cancel its orders.

#### **Article 12 - The Supplier's legal situation**

The Supplier agrees to inform Eurotradia International the moment that he becomes aware of any modification to the composition of his equity and of any event affecting the company such as liquidation or legal rehabilitation (bankruptcy, Chapter 11, etc).

#### **Article 13 - Disputes or litigation – Applicable law**

Any dispute between the Supplier and Eurotradia International concerning the interpretation, performance or cancellation of an order, or in relation to the said order, which has not been resolved amicably within the two (2) months following its occurrence, will be subject to French law and will be considered the exclusive competence of the French courts, even in the event of multiple defendants or the introduction of third parties.

In the event of any contestation concerning the interpretation of the general purchasing conditions, only the French version will be considered valid.