

1 – GENERAL

The present General Purchase Conditions are applicable to all LOGITRADE Orders; they apply in conjunction with the General Conditions of Sales of the Supplier only if LOGITRADE expressly accepted them in writing.

The present General Purchase Conditions shall prevail over all General Conditions of Sales which would not have been expressly accepted by LOGITRADE.

2 – VALIDITY

Any delivery of goods must correspond to a regular Order from LOGITRADE placed by any means of communication with a written record. Failing this, the goods may be refused.

In the same way, and under the same penalty, the Order number must be mentioned on all delivery or shipping documents which must always accompany the goods.

3 – DELIVERY

The Supplier shall be liable for the transport costs and risks, such risks only being transferred upon receipt of the goods at the delivery location designated by LOGITRADE in its Order. The delivery date is the date of arrival of the goods at this location and not the date of shipment.

All of Orders from LOGITRADE are deliverable with packing and shipping charges included, to the delivery address indicated on the Order, except for special arrangements mentioned on the latter.

Any delivery may be refused if it is not accompanied by:

- One delivery note per Order; this delivery note, prepared on Supplier letterhead, must mention the Order number and specify the goods delivered in the same terms (designation, quantity, specification, etc...) as those on the Purchase Order and, if appropriate, their breakdown by carton or other packaging, as well as the gross et net weights.
- A Certificate of Conformity covering the delivered items.

LOGITRADE cannot be held responsible for delays in delivery caused by the Carrier chosen by the Supplier.

In this case, the Supplier undertakes cover of all financial and economic consequences, including procedural and defense costs as a result of delays in delivery, penalties, damages or administrative costs of non-compliance processing which have been charged by the end Customer to LOGITRADE.

4 – QUANTITIES

The quantities shall be those defined on the Order from LOGITRADE.

LOGITRADE reserves the right to return to the Supplier, at its expense, any anticipated or excess deliveries and to claim any missing quantities in relation to the conditions of its Order.

LOGITRADE reserves the right to modify the quantities and the delivery dates initially agreed upon, provided these modifications do not take

place less than eight (8) working days prior to the date initially set.

In case of cancellation or modification of programmed Order, LOGITRADE notifies the Supplier in writing at least eight (8) working days before the scheduled delivery date.

In this case, the Parties undertake to negotiate the best mutually acceptable terms for the Order cancellation or modification.

5 – DELIVERY DATES

The delivery dates are determined on the Order; the dates of delivery or execution are imperative and constitute an essential element of the Order.

The Supplier must indicate to LOGITRADE, as soon as he is aware of it, any incident likely to compromise the respect of the deadlines.

In case of delay in delivery of part or the whole Order, and in derogation to the provisions of the Article 1184 of the French Civil Code, LOGITRADE reserves the right to cancel the Order without it being necessary for her to address any formal notice.

The sole reference to the non-respect of the delivery date mentioned on the Order justifies this immediate cancellation.

Besides, LOGITRADE reserves the right to claim damages.

The Supplier shall bear, by operation of law and without prior formal notice, the late fees penalties required by the end Customer.

A delivery deemed invalid in consideration of the Article 2 of the present General Purchase Conditions shall not give rise to any claim whatsoever to the benefit of the Supplier and *a fortiori* to any penalties in case of late payment.

6 – PRICE

Except for special mention, the price of the Order, depending upon acceptance in writing from the Purchaser of the new price, is indicated on the Purchase Order or results from the calculation terms provided by the Purchase Order.

Any change in price envisaged by the Supplier must be communicated to LOGITRADE at least ten (10) days before shipment and must be justified.

7 – INVOICES

Invoices must be sent by mail, in one (1) single copy to the Supplier accounting department at the time of delivery, otherwise the term may be deferred.

Invoices may in no case serve as delivery or dispatching notifications.

They must indicate: LOGITRADE invoice number, the goods description and quantities, the delivery note's date and reference along with the detailed price.

A separate invoice must be drawn up for each Purchase Order, except with prior express agreement from LOGITRADE.

8 – PAYMENTS

Payments shall be made contingent subject to compliance of the goods, and invoiced according to the specifications and terms of the Order, or

failing this at forty-five (45) days end of the month.

The payments shall be made by bill of exchange, check or bank transfer according to the conditions set out by LOGITRADE and the Supplier.

An early delivery shall have no incidence on the due date of payment.

9 – QUALITY – ACCEPTANCE

Unless otherwise indicated on the Offers and / or Orders, any design or specification or product must comply with :

* The standards, legal requirements and regulations in force in France and in any country where the product may be used (REACH, RoHS, etc ...);

* The Order, and presents the substantial qualities expected by LOGITRADE. The supply must not contain asbestos, products, materials or substances prohibited by the legal or regulatory provisions applicable in his own country, in France and European Union.

New Products or Supplier being delivered for the first time are subject to qualification:

* Products on plans and specifications, as well as products meeting high security standards, must be delivered with statement of all dimensions and characteristics covering all the applicable demands (material, coatings, qualification welders, etc ...), as well as accurate identification of outsourced operations and sources;

* Catalog products or trade products (Reference + Brand), as well as articles following "unsafe" standards, must be delivered with a Certificate of Conformity and a Product data Sheet.

All goods will be considered as qualitatively accepted only after material verification by LOGITRADE of compliance with the criteria set out above. The control carried out at the Supplier by an administration or any other body, as well as taking of delivery, may in no case constitute an exception to this clause. Goods whose quality is not complying with the LOGITRADE Order may be refused, whether in receipt, in warehouse, or already implemented. Refused goods must be removed within a maximum of eight (8) working days from notification to the Supplier.

After this period, LOGITRADE reserves the right to return automatically refused goods to the Supplier, at its own expense, or to store them at its own expense, risk and peril. In addition, LOGITRADE reserves the right to request the replacement or refund of any merchandise not accepted, regardless of the application of the legal warranty covering the goods delivered and accepted.

The Seller is not authorized to make any modification or substitution of goods or delivery of non-conforming products, except with the prior written consent of the Buyer.

Information concerning product and/or processes changes, supply sources change, location of manufacturing sites change, shall be brought to the attention of the Purchaser in writing and be subject to his approval. Supplier shall notify LOGITRADE of non-compliant products.

Supplier shall obtain LOGITRADE's approval for non-compliant product decisions. The Supplier

shall pass on applicable requirements to the entire supply chain, including requirements of the final Client. In the event of non-compliant delivery that has a financial impact on LOGITRADE, LOGITRADE reserves the right to pass on to the supplier, depending on the case (non-exhaustive list):

- * A standard administrative cost for non-conformities management ;
- * A variable cost for non-conformities management (sorting, recovery, retrofit, ...)
- * A variable cost for the impact on the final Client's production (interrupting production, ...)

10 – WARRANTY

The Supplier is bound to guarantee the object of the Order against any defect in materials, manufacturing, design, assembly or any malfunction, for a twenty-four (24) months period from the effective delivery of the said Order.

The Supplier must carry out for free, at the discretion of LOGITRADE, repair and replacement of all or part of the defective part or product, or else reimburse the Order if LOGITRADE considers that such repair or replacement is impossible or inadequate.

In any case, the cost of the parts, labor and transport will remain at the expense of the Supplier, along with the shipping costs of all or part of the product under guarantee.

LOGITRADE cannot be held responsible for the non-fulfilment or the poor fulfilment of the agreed service when it is caused by the Supplier. In this case the Supplier is committed to entirely guarantee LOGITRADE against all financial and economic consequences, including procedural and defense costs that could result from the non-fulfilment or the poor fulfilment, from penalties, awarded damages or administrative fees for the processing of the Non-Conformities, which would be requested to LOGITRADE by the end Customer.

11 – PROTECTION OF PERSONAL DATA

During order processing, each of the Parties (LOGITRADE and the Supplier) may collect the following personal data and in particular: last name, first name, telephone number, email address of the agents of the other Party. All services and people involved in order processing may collect and process personal data of the other Party. These personal data will be kept for the duration of the order's fulfillment, prolonged by the period of limitation according to the laws.

The Supplier and LOGITRADE agree on their respective roles: each Party acts as a Data Controller and undertakes to comply with the applicable regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable from May 25, 2018. The contact details of LOGITRADE responsible for data protection are: contact.gdpr@logitrade.fr. The Supplier undertakes to communicate, on simple request, the contact details of his contact in charge of data protection. The Parties undertake to cooperate with each other as part of their

compliance process with the applicable regulations.

Each Party undertakes to promptly process any request to exercise the rights of the Data Subject Persons of the other Party, in particular the right of access, rectification, erasure, limitation of treatment and opposition. The Supplier undertakes not to subcontract its obligations without the prior written agreement of LOGITRADE and guarantees that its subcontractors or co-contractors will comply with similar obligations. LOGITRADE may carry out any audit to ensure that the Supplier complies with its obligations under this article.

12 – CONTRAFACON

The Supplier undertakes to implement the necessary processes guaranteeing the absence of counterfeit or suspected counterfeit parts in the supplies (components, subassemblies, finished products) delivered to LOGITRADE or its final customers. In particular, the Supplier must implement a risk reduction plan based on the following elements: - implementation and operational maintenance of a monitoring process and early processing of obsolescence; - Internal monitoring program (in particular, auditing of materials or components stock) and external monitoring program (in particular, audits, weak signals) taking into account these aspects;

- Controlling the purchases to manufacturers, distributors, brokers ...;

13 – MONITORING

During the execution period of the Order increased of the statutory period of limitation, persons duly empowered by LOGITRADE, official bodies and LOGITRADE's final customer, will have access to the Supplier's and its possible subcontractors premises, as well as the technical documents relating to the Order. For orders under the contract, the Supplier undertakes to accept the intervention of the mandated organizations and to comply with their prescriptions. The consequences of these interventions do not modify the conditions of the Order. When LogitRade intends to verify the product of the Supplier, the arrangements for making and the arrangements for making the product are then specified in the Purchase Order.

14 - CONFIDENTIALITY

The Supplier undertakes not to communicate to anyone, or exploit for himself or any third party without LOGITRADE's prior written agreement, any file, document or tooling that LOGITRADE would have entrusted to him or that he may have done on LOGITRADE's behalf.

The Supplier undertakes to return upon request and in any case at the end of the agreement, any file, document, tooling or equipment belonging to LOGITRADE.

The Supplier undertakes to exercise the greatest discretion with regard to any technical or commercial information that he may have had access to in the execution of the present Order.

15 – INDUSTRIAL PROPERTY

Acceptance of the order implies that the Supplier is guarantor that the goods concerned by the Order do not infringe any industrial property rights, patents, know-how nor trademark belonging to third parties.

If one or several elements constituting the goods were to be the object of such a prosecution for infringement, the Supplier undertakes at his own expense to ensure the defense, lead the procedure and pay any damages (if any) awarded to the third party, and undertakes, either:

- To replace to infringing element(s);
- To modify the relevant element(s) in such a way that they do not infringe any more ;
- To obtain for LOGITRADE the right to continue to use the element(s) concerned.

In case of failure of the Supplier successively in the three (3) options, the Supplier will be liable to pay LOGITRADE an arbitrary allowance equal to the total amount of the Orders for which one or more constituent parts of the goods is the object of prosecution for infringement and this without prejudice to LOGITRADE's rights to take further legal action.

16 – ETHICS

The Supplier undertakes to comply with LOGITRADE's current ethics rules, and in particular prohibits any offer or any behavior towards the LOGITRADE's, and in particular its Buyers, which could infringing fair competition principle, and in particular refrains to obtain from LOGITRADE's employees or Purchasers any advantage in placing of Order, in carrying out the Order, and more generally to influence the relationship between the Supplier and LOGITRADE.

In addition, the Supplier declares and guarantees that it respects, both directly and through its own Suppliers and subcontractors, the social laws and in particular Health and Safety rules at Work, as well as the International Conventions and Recommendations of the International Labor Organization.

The supplier represents and warrants that it has actually received, read and understood the general principles of preventing and combatting bribery. Indeed, LOGITRADE condemns any fraudulent payment or practices and prohibits any attempt of bribery according to French law, as well as principles defended by the OECD Anti-bribery Convention. Purchasing decisions must be based on objective, honest and reliable criteria, aiming only at quality, performance and sustainability. During procurement processes, everything must be done to avoid situations of conflict of interest and impartiality.

In addition, the Supplier expressly acknowledges it fulfils the social and fiscal obligations relating to its status and, in particular, complies with the provisions of Law No. 97-210 of 11 March 1997 on the reinforcement of the fight against concealed employment. The Supplier must therefore comply with all applicable laws and regulations and respect the principles of the fundamental ILO Conventions, namely C29 and

LOGITRADE – Parc d’Activités Jean Mermoz – 52 rue Georges Guynemer – CS 70052 – 34170 Castelnaud-le-Lez – France
Phone : +33 (0)4 99 52 40 00 – Fax : +33 (0)4 99 52 40 10 – Web : www.logitrade.fr
S.A.S. with a capital of 2.170.295 €uros – SIRET : B 393 313 556 00036 – RCS Montpellier : B 393 313 556 – APE : 4619A

C105 on the abolition of forced labor, C138 and C182 on the elimination of child labor, C100 and C111 on equality and C87 and C98 on freedom of association. In particular, the Supplier certifies that no product purchased by LOGITRADE and manufactured by the Supplier itself or by any of its own Suppliers, has been manufactured, assembled or packaged using forced labor, prison labor (except as part of a reintegration program during the sentence), dangerous, concealed labor and/or labor of children under 16 years of age. Knowing that this age limit is stricter than that imposed by the ILO Convention C138. The Supplier acknowledges that in the event of a breach of this clause, LOGITRADE may, among other remedies, immediately terminate this agreement and terminate all commercial relations without any

further liability on the part of LOGITRADE to the Supplier.

17 – ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not, without LOGITRADE’s prior and written consent, subcontract or assign any right and obligation under the Contract or the Order to a third party.

18 – APPLICABLE LAW – JURISDICTION

LOGITRADE and the Supplier undertake to seek an amicable solution to their dispute or claim regarding the present General Purchase Conditions.

Failing to reach such agreement within a reasonable period, all disputes in connection with the present Contract about its validity, interpretation, execution, termination, their

consequences and repercussions, will be submitted to the competent Court of Law under the provision of French common laws.

19 – FORCE MAJEURE

No claim can be made against LOGITRADE for not accepting scheduled deliveries at the agreed point of delivery in a case of force majeure or in case of social conflict within the company. LOGITRADE will make every effort to advise the Supplier of the occurrence of one of these events.

20 – ADVERTISING

In no case nor any shape of form, can LOGITRADE’s Orders be used for any direct or indirect advertising.

We have read and approved the General Purchase Conditions of LOGITRADE.

For acknowledgment by the Supplier:

Company stamp:	Date:	Signature: <i>With the mention « Approved »</i>
	Nom of the signatory:	