

DELPHA | HYGENA | MOBALPA | PERENE | SOCOO'C

1. PURPOSE AND SCOPE OF APPLICATION

These General Purchasing Terms and Conditions apply to all orders made by SA FOURNIER (hereinafter the Purchaser) and govern the existing contractual relations or those that may exist between the Purchaser and its Suppliers (hereinafter referred to as the Parties). Any conditions or stipulations contrary to these to which the Supplier may refer will not be binding on the Purchaser unless it has explicitly accepted them in writing (in either paper or electronic forms). The fact that the Purchaser does not invoke any of these stipulations at a given time cannot be interpreted as a waiver to invoke them later on or to apply other stipulations.

2. ORDERS

2.1 An order means a request for the purchase of a product or service from the Supplier. Orders should be in writing on a "Purchase Order" in a letterhead form of the Purchaser.
 2.2 An order will only be valid firm and definitive upon its written confirmation by the Supplier who will intervene within a maximum period of ten (10) working days from the date of issue of the Order.
 The acceptance by the Supplier of an order sent by the Purchaser implies the unreserved acceptance by the Supplier of these General Terms and Conditions of Purchase.
 2.3 The Purchaser may cancel an order before receipt of the order confirmation scheduled within the aforementioned period by written notification with immediate effect without the Supplier being able to claim any compensation.
 2.4 The Purchaser reserves the right to ask the Supplier to make a change of any kind to an order before delivery, and this, without the supplier having any claim to compensation. Any request to change an order must be made in writing by the Purchaser to the Supplier. As soon as possible after receiving this request, the Supplier undertakes to inform the Purchaser in writing of the consequences of carrying out such a change, in particular in terms of possible costs and delivery times. In the absence of agreement between the Parties on the consequences of this order modification, the Purchaser may either ask the Supplier to fulfil the order under the initial conditions or ask a third party to perform the order or cancel the said order in writing. In the event of a third party performing the modified order, the Supplier agrees to provide the drawings, technical specifications and any other document necessary for the completion of the order. If this is not included in the price and outside co-development with the Purchaser, the Supplier may request, after the delivery of the documents, reasonable remuneration for the use of these documents.
 2.5 The Supplier declares having the technical skills and sufficient means to ensure the quality of the products to be delivered, in accordance with the order and with the rules of the art. It further declares that it has sufficient financial and staff resources to fulfil the order without interruption, and the necessary authorisations, rights and approvals for its business needs. The Supplier declares to be in compliance with current legislation, in particular regulations concerning social, fiscal, hygiene, security, and respect for the environment. The Supplier will guarantee that these same obligations are complied with by any of its servants, agents, partners, co-contractors, subsidiaries, subcontractors and more generally, by anyone with whom it is related. Finally, the Supplier acknowledges that it remains solely liable for its technical choices, regardless of the level of assistance that may be provided by the Purchaser in the conclusion and fulfilment of the order.

3. DELIVERY - PACKAGING

3.1 Delivery times

The delivery and/or processing times indicated in the order are binding. Meeting deadlines is an essential obligation. Delays in the delivering/processing of orders, will automatically, after formal written notice, result in a late delivery penalty equal to 0.5% of the total value of the order, net of taxes, per calendar day of delay, within the maximum limit of 10% of the total value, net of taxes. Delivery delays equal to or greater than eight (8) calendar days may result in the Purchaser sending a registered letter with acknowledgement of receipt to the Supplier giving notice of the rescission or termination of the relevant order(s) due to the delay. The Purchaser will then be free to purchase part or all of its supplies from another Supplier of its choice, and to charge the Supplier for all additional costs resulting therefrom.
 3.2 Documents
 Deliveries must be accompanied by a delivery note including the order form number, the total quality delivered, the number of packages delivered with the exact number and type of articles per package with their references as indicated on the order form; as well as all documentation concerning the products such as in particular: safety sheets, technical instructions and plans, precautions and instructions for use, certificates of conformity, without this list being exhaustive.

3.3 Packaging

Products will be delivered marked and labelled with their packaging, in accordance with applicable law and regulations. The packaging of products must be designed in such a way as to ensure the preservation of products and the safety of persons and goods, taking into account their nature, under normally foreseeable conditions of transport and handling. The Supplier will bear all the direct or indirect consequences of any defect, shortcoming or inadequacy in the protection, packaging or marking of the products. Similarly, it will be liable for any breakage, missing pieces and damage resulting from insufficient packaging or marking. Products may not be accepted upon arrival by the Purchaser if it is clear that the packaging is not correct.

4. COMPLIANCE, ACCEPTANCE AND GUARANTEE

4.1 Compliance

Products sold and services performed must comply with the contractual specifications and the use intended by the Purchaser. They must meet the usual quality criteria as well as the standards and legislation in force.

4.2 Inspection

The Supplier undertakes to put in place a quality assurance plan, including continuous internal checks of all its products and services, to ensure compliance. All products sold to the Purchaser and services performed on its behalf should be subject to measures ensuring complete traceability.

4.3 Acceptance

The final acceptance of services performed is subject to the preparation by the Purchaser of an acceptance report without reservations.

For products, the Purchaser has a period of 10 (ten) working days to verify the compliance of the products from their delivery. The Supplier may not consider the signature, or the stamp of discharge affixed to the documents submitted as being deemed as the final acceptance and waiver of any appeal.

In case of non-compliance, the Purchaser has the option to request the replacement or repair of the products or cancel the order after notification to the Supplier, without prejudice to any claim for damages and interest.

The Supplier will proceed to remove the rejected products, at its expense, within eight (8) calendar days following the notification of the refusal; after this period, the Purchaser may have the products removed by any convenient means at the expense and risk of the Supplier.

Verification and receipt of goods are made at the premises of the Purchaser after delivery.

4.4 Guarantee

The Supplier guarantees the quality of the products as from their delivery and is obliged for a period of twenty-four (24) months after the commissioning date, to ensure, at its expense, the labour, maintenance, repairs or replacements of defective products or parts that may be required.

The Supplier guarantees compliance with the Purchaser's specifications.

In case of intervention, this guarantee will be renewed for the same duration for the repaired or replaced parts.

Without prejudice to the foregoing provisions, the Supplier is also bound by the statutory warranty against hidden defects. The Supplier undertakes to provide products that do not contain any safety defect that could result in liability for defective products. In the event of a claim against the Purchaser when marketing the products, the Supplier must indemnify the Purchaser from any possible penalty and related expenses.

Should the Supplier fail in the performance of its guarantee obligation, the Purchaser may itself remedy the failing and/or assign a third party of its choice to perform the remedy, at the Supplier's sole cost, expense and risk, after an official notification by registered letter has remained ineffective for fifteen (15) calendar days, without prejudice to any damages and interests and without the guarantees to which it is bound being affected.

5. TRANSFER OF OWNERSHIP AND RISK

The transfer of ownership and risk will take place after verification of the products and acceptance of their delivery. These General Terms and Conditions of Purchase will be deemed as a waiver by the Supplier of a retention of title.

6. LIABILITY - INSURANCE

The Supplier will execute the order under its sole and exclusive responsibility. The Supplier will be liable for any damage caused to the Purchaser or any third party, whether such damage is caused directly by the Supplier or by persons and property under its control or custody. The Supplier will be held responsible for all direct or indirect consequences of the loss and damages caused to the Purchaser due to partial or total non-fulfilment or poor fulfilment of the order.

The Supplier will take out any necessary insurance policy with one or several companies of reputed solvency and will maintain it/them for the duration of its obligations in respect of orders received from the Purchaser, and in accordance with these terms. The Supplier must prove this upon first request from the Purchaser including payment of insurance premium.

7. CONFIDENTIALITY - INTELLECTUAL PROPERTY

All documents, templates and objects of any kind and in any form such as in particular, specifications, plans, descriptions, notes, diagrams, samples or models, provided to the Supplier to fulfil an order are confidential, and may not be used for any other purposes than those concerning the filling of the order placed. They remain the full and entire property of the Purchaser to whom they must be fully returned, upon first request from the Purchaser, and without charge. The Supplier will therefore not be able to make any use of the information thus received, in any way whatsoever, without the prior written agreement of the Purchaser.

7.1

More generally, the Supplier undertakes to treat as confidential, any information it receives or to which it will have access, directly or indirectly, within the framework and for the exclusive purposes of the order, and until said information has fallen

into the public domain.

In order to fulfil this confidentiality obligation, the Supplier undertakes in particular to communicate the confidential information mentioned above only to those of its employees or subcontractors who necessarily need it in the context of completing the order, who will be subject to the same confidentiality obligations.

The Supplier will guarantee that this clause is complied with by its staff and subcontractors.

7.2 The Supplier will indemnify the Purchaser against any claim or action exercised by the beneficiary of an industrial or intellectual property right (patents, trademarks, designs, models, etc.) in connection with the use of the products that are the subject of the order and this, for the duration of these rights. The Supplier will indemnify the Purchaser from all costs and damages resulting from a possible penalty for infringement of the intellectual property rights mentioned above, advisory fees, compensation, replacement or modification costs, and the damaging consequences of discontinuing the use of the products. The Supplier further guarantees that the photographs of the products may be reproduced in any medium, unless otherwise stated. The results obtained from the studies, especially prototypes, tests, plans, arising from the fulfilment of the order, and whether or not protected as intellectual or industrial property, will remain the exclusive property of the Purchaser. Accordingly, the Supplier undertakes to deliver them without delay and, at the latest, at the time of the delivery of the goods. The Supplier agrees not to assert any claim against the Purchaser regarding its industrial or intellectual property rights to the extent that they are necessary for the exploitation of the results of the services that are the subject of the order. Specific products developed, completed or manufactured by the Supplier, based in particular on plans, specifications, design briefs and other technical documents of any kind and in any form whatsoever, drawn up by the Purchaser and provided to the Supplier for the purposes of the order, may not be manufactured and/or sold to anyone other than the Purchaser without its prior written permission; the Purchaser's failure to respond does not constitute tacit acceptance. The Supplier is also prohibited from engaging in any act that may be considered as a disclosure in the sense of industrial property. The Supplier will guarantee that these same obligations are complied with by any of its servants, agents, partners, co-contractors, subsidiaries, subcontractors and more generally, by anyone with whom it is related.

8. PRICE - INVOICING - PAYMENT TERMS

8.1 The prices of products and services will be established in the order form. These are fixed and not subject to revision. Unless otherwise stipulated, as stated on the order, prices include all charges for packaging, packing, loading, stowage and securing on the means of transport, insurance and transport to the agreed point of delivery. Unless otherwise stated, prices take into account the Incoterms for the order. Unless otherwise stated, the price is issued DDP according to the Incoterms ICC@2020. Prices may not be increased without the prior written consent of the Purchaser.

8.2 The Supplier's invoices must be sent to the Purchaser's accounting department. These invoices must indicate: the contact, the order number, the delivery note number, a detailed description of the service or goods, the article number used by the Purchaser, the Supplier's bank references, as well as any other information required by law.

8.3 The Purchaser's usual payment method is by bank transfer. The Supplier will send the Purchaser its bank details by means of an official document (IBAN-BIC), and notify it in writing of any changes.

The payment date for invoices intervenes no later than forty-five (45) days after the end of the month in which the invoice is issued.

8.4 The Supplier expressly authorises the Purchaser to set off any amounts due to the Supplier against any amount owed to it.

9. TERMINATION

All or part of the orders may be terminated at any time by the Purchaser in the event of default by the Supplier regarding any of its obligations, ten (10) days after notice remaining without effect, by registered letter with acknowledgement of receipt, by the Purchaser to the Supplier, without prejudice to the penalties for delay or damages and interest that may be requested, in addition to the immediate and full repayment of any advance paid for the initial order. In the event of termination, the Supplier will deliver to the Purchaser, on first request, all work, information and data prepared for the purposes of the order.

In the event of total or partial failure of the Supplier to perform any of its obligations, the Purchaser reserves the right to terminate any order in progress, insofar as its fulfilment would adversely affect the Purchaser.

10. SUBCONTRACTING

The Supplier agrees not to subcontract all or part of the fulfilment of the orders to a third party without the prior written agreement of the Purchaser. Subcontractors approved by the Purchaser remain under the authority of the Supplier under all circumstances. The Supplier will remain solely liable towards the Purchaser for the fulfilment of the order and guarantee the compliance with these General Terms and Conditions of Purchase by the subcontractor.

11. PERSONAL DATA

The Purchaser collects personal data concerning the representatives of the Supplier at the time of the order. The Purchaser also transmits personal data to the Supplier. The collection and processing of this data is necessary for the execution of the order contract and for monitoring the commercial relationship.

Personal data is intended for internal use only by the Parties.

This data is kept for the duration of the commercial relationship between the Purchaser and the Supplier, and for the duration necessary to comply with legal and regulatory obligations.

In accordance with the legal and regulatory provisions applicable in terms of protection of personal data, the person who communicated his personal data has the following rights:

- a right to rectify, update, limit, and delete data concerning him, by writing to the email address donneespersonnelles@fourniergroupe.com;
 - a right of access to data concerning him, and a right to the portability of his data, by writing to the electronic address donneespersonnelles@fourniergroupe.com. In this case, the Buyer may request proof of the identity of the person concerned in order to verify its accuracy.
 - the right to lodge a complaint with the National Commission for Data Protection.
- The Parties will take the necessary measures to protect the personal data of the other Party against alteration, destruction and preserve their confidentiality.

12. COMPLIANCE WITH THE PRINCIPLES AND PROVISIONS OF THE CODE OF CONDUCT FOR SUPPLIERS

The Supplier acknowledges having read the provisions of the Purchaser's Code of Conduct for Suppliers, a copy of which is available at <https://www.fourniergroupe.com/relations-fournisseurs.html>. It explicitly agrees to abide by the ethical and environmental principles and provisions of the Code.

The Supplier acknowledges that, in the event of a breach of the provisions of this Code of Conduct, the Purchaser may, among other remedies, immediately terminate orders in progress and cease all commercial relations with the Supplier, without the Purchaser's liability being incurred in this regard.

13. AUDITS

The Purchaser may, at its own expense, carry out an audit of the Supplier on the production conditions of its products and performance of its services. Audits may be performed at any time, subject to a notice period of seven (7) days and will be carried out either by the Purchaser or by external auditors it may appoint.

14. COMPLIANCE WITH STANDARDS SPECIFICATIONS OF MATERIAL AND COMPONENT

The Supplier of material and component, having read the "Standard Specifications" provided by the Purchaser, hereby declares that it has taken note of and accepts them, and undertakes to respect the requirements regarding quality, environment and safety.

15 SECURITY - HEALTH - ENVIRONMENT

The various FURNITURE SITES are sites classified ICPE (Installation Classified for the Protection of the Environment) and certified ISO 14001. The Supplier undertakes to respect, to transmit and to make respect, by his staff and his subcontractors, the Purchase's internal regulations, the prevention plan, the safety protocol if applicable, as well as the general rules of hygiene, safety, security and the environment, imposed by the laws and regulations in force.

16. GOVERNING LAW AND JURISDICTION

These General Terms and Conditions of Purchase is subject to French law.

Failing an amicable agreement, any dispute concerning the formation, interpretation and execution of the contract concluded between the Parties or of these General Terms and Conditions of Purchase shall fall under the exclusive jurisdiction of the Courts where the Purchaser has its head office, even for proceedings involving the introduction of third parties and proceedings involving several defendants.

17. SEVERABILITY

If any of the clauses of these General Terms and Conditions of Purchase is or becomes invalid, the validity of the other terms remains intact.

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