

GENERAL PURCHASING CONDITIONS

Updated April 30th, 2025



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1. ACCEPTANCE OF THE ORDER BY THE VENDOR

- 1.1 Unless a contrary agreement in writing is expressly made, the present General Purchasing Conditions apply to all orders placed by DATATECHNIC S.A.S., hereinafter referred to as the "Purchaser".
- 1.2 The Vendor is required to accept the Purchaser's order when this complies strictly with the offer made by the Vendor and is issued within the said offer's envisaged option period.
- 1.3 The Vendor is required to acknowledge receipt of the Purchaser's order within 7 days; otherwise the Purchaser's order will be considered as accepted.
- 1.4 Any modification of the order by the Vendor must be subject to the Purchaser's prior agreement in writing.
- 1.5 The simple fact of delivery or of commencing invoicing or of performing the service is valid as acceptance by the Vendor of the order and, in particular, of the present general conditions.

2. CONTRACTUAL DOCUMENTS

The documents governing the agreement between the parties are, in decreasing order of priority: the order, the attached technical documents, the Special Purchasing Conditions and the General Purchasing Conditions. These cancel and replace all previous letters and proposals. Any subsequent modification must be the subject of a written agreement between the parties.

3. SUPPLIERS AND SUB-CONTRACTING

- 3.1 At the Purchaser's request, the Vendor must provide him with the list of his suppliers and subcontractors, specifying the origins and source of the equipment and material supplied.
- 3.2 When the order imposes a supplier or subcontractor on the Vendor for certain components, the Vendor notwithstanding remains wholly and entirely responsible for the complete execution of the order.
- 3.3 The Vendor must inform his suppliers and subcontractors of all the provisions of the order applicable to their obligations.

4. DELIVERY DATE – LATENESS PENALTIES

- 4.1 For the Vendor, the delivery dates indicated in the order confirmation are imperative requirements. In all cases, the means of transport must be chosen so as to comply with the delivery dates and the destination.
- 4.2 In order to comply with the delivery dates or to limit the delays are borne by the Vendor.
- 4.3 The penalties will amount to 1% of the amount of the order per day of delay starting from the agreed delivery date (see the acknowledgement of receipt, or, in absence, the order) up to a maximum of 15% with an exemption of 2 working days and they will be applied automatically, without prior notice and without prejudice to any damages and interest that the Purchaser may claim because of failure by the Vendor to perform his obligations.
- 4.4 Early deliveries cannot be carried without the Purchaser's agreement and will not authorize anticipated payment. In the event of delay, the Vendor has to handover a field of operations and a schedule allowing to cure within the shortest deadlines with the noted disorders. The Purchaser will be free to accept or to refuse them. In the event of refusal, article 11.1 applies to the cases.

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5. MONITORING - CHECKING – QUALITY

- 5.1 The Purchaser's agents, those of their customer or of any organization designated by the Purchaser, must have free access, during normal opening hours, to the Vendor's establishments and those of his suppliers and subcontractors in order to monitor the progress and check the execution of the order.
- 5.2 The checks on progress and execution made during manufacture are intended to inform the Purchaser and do not engage his liability in any way, no more than they release the Vendor from any liability.
- 5.3 The Vendor is required to inform the Purchaser of any modification he may envisage making to the composition of the equipment or its technical conditions of execution. Such modification may not be made without prior authorization from the Purchaser.
- 5.4 The goods forming the object of the order must comply with the laws, regulations, directives (notably Directive on machines 2006/42/CE of the European Parliament and European Council of 17 May 2006) and standards in force at the acceptance and also conform to the order's specifications and contractual documents. The Vendor undertakes regularly to inform the Purchaser of developments in his technology, particularly during the execution of the present order.

6. ACCEPTANCE

Acceptance of the goods is realized in accordance with the conditions specified on the order and with the contractual documents. The acceptance is made after inspection by the Purchaser or his Representative for qualities, apparent conformities and quantities.

In the event of non-conformity of the goods, the Purchaser will create a non-conformity form and may decide, without prejudice to any damages, which he could claim:

- To hold the non-conforming goods at the Vendor's disposal for a period of 72 hours, so that the Vendor can take possession of them, cancel the sale and demand the refund of the instalments paid,
- To return the goods covered by the order immediately to the Vendor at the Vendor's expense and risks, cancel the order and demand the refund of the instalments paid,
- To demand the delivery of conforming goods by the fastest means of transport, the additional transport charges being payable by the Vendor, and return the non-conforming goods at the Vendor's expense and risks.

7. SHIPMENTS

- 7.1 The parcels must bear a dispatch note indicating the Purchaser's order number and the precise reference and designation of the delivered articles. When dispatching heavy or bulky equipment, the Vendor is required to ensure from the Purchaser that the site is capable of receiving the equipment. The Vendor is responsible for the handling, storage and transport operations. Prior to delivery, the Vendor must check the conformity of the supplies with the contractual stipulations and to carry out the regulation checks and inspections. For the machined parts, these checks will be carried out with the help of the form provided by DATATECHNIC.

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- 7.2 The packing and labelling must provide effective protection, for handling purposes as well as preservation up to the final destination, and comply in particular with the prevailing laws, regulations and standards. Any damage caused by defective or unsuitable packing will be payable exclusive by the Vendor.
- 7.3 If the equipment is sold "ex works" and if transport is handled by the Vendor for the Purchaser's account, it must necessarily be routed to the point of destination at the most advantageous price, even if to achieve this result the dispatch must be made carriage paid by the Vendor. If this rule is not observed, the Vendor will bear the surplus expenses thus incurred.
- 7.4 The reference Incoterms is specified on the order (Incoterms 2010 codified by the International Chamber of Commerce).

8. INVOICING - PAYMENT

- 8.1 Each request for a down payment must be the subject of a specific invoice from the Vendor. The invoices must rigorously correspond to the specified payment terms listed in the order. In case of difference or regrouping, the invoice will be sent back to the Vendor.
- 8.2 The invoice must be sent to the attention of the Purchaser's Accounting department. They must bear the references for the order, the shipment or delivery date and the dispatch or delivery note number and date. They must mention the amount excluding tax, the amount of VAT, the net amount to be paid, the tax code or the vendor, the precise details of his bank, the IBAN number and SWIFT address. Any invoices not bearing the above-mentioned indications will be returned to be modified, without the Vendor being able to claim any lateness interest for non-payment.
- 8.3 The Vendor may only send the Purchaser an invoice or a request for a progress payment when all of the corresponding obligations have been fulfilled. Should this not be the case, the Purchaser reserves the right to hold back payments. In the event of factoring or assignment of credit, it is the Vendor's responsibility to inform the factoring company or the banking institution of this capability of holding back the payments.
- 8.4 Unless otherwise agreed, payments will be made at 45 days end of month. The payment terms must be specified on the order.

9. GUARANTEE

- 9.1 The Vendor's contractual guarantee covers defects in design, manufacture, material and execution. The good is guaranteed during 24 months as from the acceptance, unless otherwise stipulated on the order.

According to this guarantee, the Purchaser may, without prejudice to any damages, request or claim for:

- Replacement
- Repair
- Modification

of the defective goods at the Vendor's expense.

The Purchaser also reserves the right to terminate the contract in accordance with article 11.1 of present conditions.

The Vendor will cover, in particular, the cost of the spare parts as well as the labour and transport costs relating to the performance of his obligation under the guarantee.

If it is recognized that the reported defect comes from a repetitive manufacturing error, the Vendor must, at the Purchaser's request, replace, modify or repair all the parts or identical

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elements in the other equipment concerned in the purchasing contract, even if these have not given rise to any incident.

The Vendor is required to intervene, within 48 hours of the Purchaser making the request or, failing this, within the time period indicated by the Purchaser. The supplies or the part of the supplies repaired or replaced will be guaranteed under the same conditions and for the same period as the initial period of guarantee.

- 9.2 Without prejudice to the above provisions, the Vendor is bound by the legal guarantee regarding hidden defects.(articles 1641 and following of the Civil Code)

10. INDUSTRIAL PROPERTY

- 10.1 The Purchaser is and shall remain the sole owner of all the information and all the documents sent to the Vendor for the order's requirements. The information and the documents may only be reproduced or used by the Vendor exclusively for the order's requirements.

The tools, drawings, specifications, models, diskettes or any other technical documents ordered or delivered to the Vendor for the execution of the orders entrusted to him, remain wholly and entirely the Purchaser's property.

The Vendor undertakes to respect the strictly confidential nature of the documents and information and to ensure the same respect from his employees. If necessary, he will guarantee this obligation and compensate the Purchaser for any failure to observe it.

- 10.2 For executing the order, the Vendor shall avoid using any product or item covered by industrial property rights belonging to a third party without prior authorization from the right holder. The Vendor guarantees the Purchaser against any action issued by a third party based on the breach of the above provisions. He undertakes to handle any complaint or claim against the Purchaser or the Purchaser's customer and to compensate fully for all the expenses, losses or damage suffered because of the existence of third party's rights over the equipment and goods delivered.

11. TERMINATION

- 11.1 The order may be terminated automatically by the Purchaser, without any judicial formality, in the event of total or partial failure by the Vendor to perform any of his contractual obligations, without prejudice to any damages that the Purchaser may claim because of the damage suffered.

The Vendor must also refund to the Purchaser, at the latest one month after sending notification of termination, all the sums that have been paid to him as an advance or down payment, with deduction for any equipment and materials delivered and accepted by the Purchaser, unless the Purchaser has established compensation.

- 11.2 The order may also be terminated totally or partially as of right and without any other judicial formality in the event of: the owner's voluntary entering into proceedings in bankruptcy or insolvency and/or in the event that a petition shall be filed against the owner under bankruptcy law, or any other law for relief of debtors or similar law analogous in purpose or effect.

The purchaser, without prejudice to have been paid by his client for the works realized by the Vendor, will pay according to relevant documents a sum corresponding to the services carried out or realised supplies until the day the termination takes effect excluding consequential damages, such as loss of future production or lost profits.

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- 11.3 The order may also be terminated totally or partially as of right and without any other judicial formality, irrespective of any fault on the part of the Vendor in event of termination of the contract between the Purchaser and his customer. The Purchaser will pay to the Vendor, on presentation of written proofs the works delivered by the Vendor, a sum corresponding to the works realized at the termination date except any other compensation relative in particular to indirect and immaterial damages, operating loss, loss of profit.

12. ADVERTISING AND PUBLICITY

Under no circumstances and in no form whatsoever may the order give rise to any direct or indirect advertising without our written authorization. If such authorization is granted, the Vendor undertakes to comply with the forms of advertising and the other conditions, which would be imposed on him.

13. TRANSFER OF PROPERTY AND RISKS

- 13.1 Transfer of ownership takes place on conclusion of the order, in accordance with Article 1583 of the Civil Code.
- 13.2 Transfer of the risks takes place:
- For goods coming from French national territory, on acceptance as defined by the terms of the order
 - For goods coming from abroad at the time of the transfer of risks as defined in the Incoterms used in the order

14. LOAN OF EQUIPMENT

The Vendor is obliged, as the guardian of these items, to ensure that all the supplies, models and tools, with which he is provided by the Purchaser, are correctly stored and maintained. He is liable for any loss or damage that these supplies, models and tools may suffer or cause.

15. LIABILITY - INSURANCE

The Vendor agrees to compensate, guarantee and defend the Purchaser in regard to any claim from any person as a result of damage of any kind whatsoever, which has occurred directly or indirectly because of the equipment.

The Vendor will subscribe to and maintain an insurance policy from a first-rate company to cover the pecuniary consequences arising from claims on his criminal and/or contractual responsibility for any physical injury or material or immaterial damage, whether consequential or not, arising directly or indirectly because of the equipment provided by the Vendor, which may be caused to the Purchaser or third parties.

16. FORCE MAJEURE

If, as a result of a case of force majeure occurring after conclusion of the order, the Purchaser or the Vendor were to be unable to perform one of his obligations, the obligation affected by the case of force majeure would be suspended for the duration of the event constituting force majeure. The following are regarded as constituting a case of force majeure: any circumstances outside of the Vendor's or Purchaser's control, such as, and therefore not representing an exhaustive list, strike of the Purchaser's personnel, fire, explosion, natural

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disaster, riot, war, refusal of the authorities to grant the import or export licences or cancellation by them of import or export licences already granted, or as a consequence of any other cause outside of the control of one or other of the parties. One of the parties will notify the other by fax within three days of the force majeure event occurring.

If the circumstances of the force major were to exceed one month, the contract may automatically be terminated by either of the parties without any other legal formality.

17. SUPPLY RESPONSABILITY

The Vendor guarantees according to the main order reception that the Purchaser could be supplied in goods and origin components during ten years, whatever the amount or the reason of the purchaser's request will be.

18. PERSONAL DATA

The Vendor is informed that the Purchaser, as the Data Controller within the meaning of the European Regulation on the Protection of Personal Data (GDPR), processes personal data collected from the Vendor.

These processing activities are legally based on the legitimate interests pursued by the Purchaser, the execution of pre-contractual or contractual measures, compliance with legal and regulatory obligations, and the consent of the Vendor, through acceptance of these General Terms and Conditions.

This data may be shared with the Purchaser's service providers and subcontractors. They are not transferred to non-member states of the European Union. If this were to be the case, the Vendor would be informed as well as the measures taken to protect the security of the data.

The Purchaser retains this data for the time necessary for the operations for which they were collected, as well as in compliance with current regulations. In this regard, Vendor data is retained for the duration of the contractual relationship plus the duration of any warranties, without prejudice to retention obligations (especially for accounting) or limitation periods.

The Data Controller is the Purchaser. The Vendor has the right to access his/her data, rectify, query, object to, transfer, and erase said data. The Vendor can exercise these rights by writing to the Purchaser by email at the address achats@datatechnic.fr. The Vendor

is informed that exercising some of these rights may prevent the Purchaser from fulfilling its mission in whole or in part. The Vendor is informed that he/she has the right to lodge a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés).

19. APPLICABLE LAW AND JURISDICTION

All our orders are subject to French law. In the event of any disagreements, the Commercial Court of Epinal will hold jurisdiction.