

GENERAL CONDITIONS OF PURCHASE

Filename: 2846_T&C.txt version: 4.0 02-January-2012

§ARTICLE 1 - OFFER AND ACCEPTANCE

1.1. The written acceptance by the Supplier of the Order or the commencement of performance of the Order by the Supplier shall constitute acceptance by the Supplier of the Order and these General Conditions of Purchase.

1.2. Any modification of these General Conditions of Purchase must be expressly accepted by the Purchaser in writing.

§ARTICLE 2 - OBLIGATIONS AND EXECUTION

2.1. The Supplier shall perform the Order in accordance with these General Conditions of Purchase. The Supplier shall provide the Purchaser with all information in connection with the Supplies as the Purchaser may from time to time reasonably require and shall promptly notify the Purchaser if at any time the Supplier is prevented or delayed or becomes aware of any circumstance which may prevent or delay it from performing any part of its Supplies.

2.2. The Purchaser reserves the right to modify the Order at any time. Any such modification will be made by a written amendment to the Order, signed by both parties.

2.3. The Supplier may not assign, transfer or subcontract the whole or part of the Order without the Purchaser's prior written agreement, and the assignee's, transferee's or approved subcontractor's (as appropriate) express written acceptance of General Conditions of Purchase, and any other provisions of the Order. Acceptance by the Purchaser of the transfer and/or subcontractor does not release the Supplier from his liability and obligations from the Order.

§ARTICLE 3 - DELIVERY

3.1. The Supplies shall be delivered DDP(Delivered Duty Paid) to the address specified in the Order. The title in the Supplies shall transfer upon their delivery to address shown on the Order. The risk in the Supplies shall pass to the Purchaser upon completion of delivery.

3.2. For the purpose of the Order, delivery shall only be deemed to have taken place when the Supplier delivers the goods (in terms of description, quality and quantity) at the address stipulated in the Order. A delivery slip containing the same information as the invoice, except for the price, must be provided by the Supplier in duplicate for every delivery made by the Supplier. The Order shall only be deemed to be complete when: (i) all Supplies have been delivered and/or provided in accordance with the Order and accepted by the Purchaser; (ii) all documents stipulated in the Order and/or all documents and certificates required for operating and maintaining the Supplies in compliance with regulations in force have been received and accepted by the Purchaser.

3.3. The Supplies shall be delivered on the date that appears on Order (in the absence of any date then time shall be of the essence for delivery of the Supplies). The Supplier may not deliver the Supplies (including partial and advanced delivery) to the Purchaser without the Purchaser's prior written agreement. Supplies delivered without prior agreement of the Purchaser may be returned to the Supplier at its cost and risk.

§ARTICLE 4 - DELIVERY SCHEDULES - LATE DELIVERY PENALTIES

If the Supplier fails to meet the delivery schedule but the Purchaser elects not to cancel the Order, the Purchaser may require the Supplier without giving formal written notice to pay liquidated damages equal to 1% of the value of the Order, tax excluded, per calendar day overdue, up to a maximum of 10% of the value of the Order per event. Liquidated damages may be automatically set off against all sums due from the Purchaser to the Supplier, whether or not such sums are due at the time the set off takes place. The liquidated damages are a pre-estimate of the Purchaser's loss for Supplier's failure to meet the Delivery schedule.

§ARTICLE 5 - PARTIAL DELIVERY - NON-CONFORMITY OF DELIVERY

5.1. If the Supplier only delivers a part of the Order or if only a part of the delivery complies with the Order, the Purchaser may, at its option apply the provisions of Article 4 just to those parts of the Order which are missing or which do not comply with the requirements of the Order.

5.2. In the event of a partial or non-compliant delivery, the provisions in this clause are without prejudice to the Purchaser's ability to: (i) terminate the whole of the Order in accordance with Article 16; (ii) claim compensation for any damages, losses, costs or expenses that it has suffered as a result of the Supplier's default; and/or (iii) Claim for the application of liquidated damages pro rata calculated on the total value of the Order, tax excluded.

§ARTICLE 6 - SERVICES TO BE PROVIDED BEFORE DISPATCH

6.1. The Supplier will give the Purchaser, as well as any person nominated by the Purchaser, free access to its workshops or those of its subcontractors or to any other place where tasks related to the Order are carried out, in order to enable the status of the Order and its progress to be observed.

6.2. If the Supplier's personnel have to work on the Purchaser's site, or one of the Purchaser's customers' sites for the purpose of carrying out the Order, those personnel shall remain the full responsibility of the Supplier at all times.

§ARTICLE 7 - PACKAGING - TRANSPORT

7.1. The Supplier will be responsible for packing the Supplies and ensuring that the Supplies are adequately secured and protected at its cost and risk.

7.2. The Supplier shall draw up an inventory for each shipment. The inventory shall include all the details required to identify the packages (order references, type and quantity of Supplies, name of the carrier, packing references) as set out in the Order.

7.3. Should there be any loss or damage to the Supplier during their storage, transport, delivery or prior to their acceptance, the Supplier undertakes to procure and supply at his cost and risk identical replacements of any damaged or missing items within the initial time scales provided for in the Delivery schedule. The Purchaser may, at its option, without limitation of any rights and remedies which it may have at law by reason of such failure, (a) cancel the Order without notice nor allowance (b) reject the Supplies (c) retain the payment in totality or partially.

§ARTICLE 8 - PRICES

Prices indicated on the Order are all-inclusive, fixed and non-revisable, after deduction of discounts, and inclusive of (without limitation): taxes and duties, storage, packaging, insurance, customs duty and transport paid to the delivery address.

The currency of amounts appearing on the Order is also the currency of payment. Prices are not subject to any form of revision, as a function of any variation in exchange rates or otherwise.

§ARTICLE 9 - INVOICING

9.1. The Supplier shall draw up invoices in three copies, which are to be addressed to the Purchaser at the address given on the Order.

9.2. Invoices shall be accompanied by the document justifying the fact generating the payment and must contain:

- 1) The full reference, order number and date of order, and the reference project number.
- 2) A complete description of the Supplies, and the number and date of the packing list;
- 3) the price of the Supplies, exclusive of tax, the amount of VAT, taxes, insurance and customs duty, the price inclusive of tax and any discounts applicable;
- 4) The date on which payment is to be made in application of Article 10 below; and, more generally, all

information to be included on the invoice in order to comply with applicable law.

9.3. The Purchaser reserves the right to refuse any invoice that is incorrect (either in substance and/or in form).

§ARTICLE 10 - PAYMENT

10.1. Unless the Order provides otherwise and provided that the conditions of the Order were duly executed, invoices are to be paid by the Purchaser within 90 days after receipt of the invoice submitted in accordance with the provisions of Article 9.

10.2. The Purchaser shall have the right to set off against any invoice any sums which the Supplier owes to the Purchaser under the Order or otherwise.

10.3. The payment by the Purchaser of the contractual price for the delivered Supplies shall not constitute an acceptance thereof and does not release the Supplier of its responsibilities and obligations.

§ARTICLE 11 - WARRANTY

11.1. The Supplier warrants to the Purchaser that the Supplies (i) are strictly in conformity with the provisions of the Order, the specifications, plans and documents which are referred therein; (ii) are in accordance with best industry practice and applicable standards and in strict compliance of any applicable laws (including any export regulations); (iii) are free from all defects of design, matter, manufacture, construction or installation; and (iv) are new, and in conformity with the use for which the Purchaser intends them.

11.2. The warranty shall be of at least two years duration, running from the date that the Supplies were put in service (Article 13) in accordance with the terms of the Order.

11.3. The Supplier agrees to promptly replace any defective parts of the Supplies at its expense. Any part replaced under the terms of the warranty or any other legal warranty shall be subject to the same terms of warranty as provided in this Article 11. The return of the defective parts will be at the charge of the Supplier. The Supplier undertakes to supply spare parts and any other parts liable to be required throughout the service life of the Supplies. Failure to promptly remedy any defects following the Purchaser's notice to do so shall entitle the Purchaser to arrange for all necessary work to be carried out at the Supplier's cost.

11.4. The warranty shall be extended by any period during which the Supplies are out of service, starting on the date on which the Purchaser requests that the Supplier take steps to remedy the defect and ending on the date on which the Supplies in question are put back into service. If a key or main part of an element of the Supplies needs to be repaired or replaced during the Warranty period, the Warranty will be renewed for the whole of that element of the Supplies.

§ARTICLE 12- LIABILITY AND INSURANCE

12.1. The Supplier shall be liable to the Purchaser and any third parties, and shall indemnify the Purchaser against any losses, damages, costs and expenses of any nature, (whether direct, indirect, consequential, tangible, intangible, physical, or economic and whether suffered by the Purchaser, the Supplier or any third party), which result from the Supplier's breach of its obligations under the Order or from its negligence or default.

The Supplier shall be liable for the consequences of its breaches that are attributable to it or to the Supplier's employees, officers, directors, managers, agents, subcontractors, suppliers and/or service providers.

12.2. The Supplier shall maintain insurance coverage of the types and in the amounts required by applicable law and good industry practice, including but not limited to employer's liability or workmen's compensation insurance as applicable, public/product liability insurance and personal injury/property damage insurance. The Supplier shall, within seven (7) days after receiving a written request from the Purchaser, (i) name and maintain the Purchaser as an additional insured under all such policies and (ii) provide to the Purchaser certificates of insurance confirming its addition to the policies, the insurers, policy numbers, types and levels of coverage.

§ARTICLE 13 - COMMISSIONING

Should the Order stipulate that the Supplier (or a third party under the Supplier's supervision) perform any assembly and/or commissioning of the Supplies the parties agree that such assembly shall include all steps required to put the Supplies into good working order in accordance with the terms of the Order and the requirements of the Purchaser and all steps, tests of performance required by the Purchaser or the end user for the Supplies to be put into full commercial service.

§ARTICLE 14- CONFIDENTIALITY

14.1. Any plans, documents, know how or information of any nature transmitted to the Supplier by the Purchaser, during negotiation and performance of the Order (together "Information") is confidential, shall remain the Purchaser's property and must be returned to the Purchaser when the Order is terminated for any reason. The Supplier shall not use the Information for any purpose other than executing the Order, unless the Supplier has received prior written permission from the Purchaser. The Supplier shall treat such Information as being strictly confidential and may not, either before, during or after completing the Order, divulge or communicate such Information to any third party or use the Information directly or indirectly, partially or completely.

14.2. Except if the Purchaser agrees expressly in writing all information and know-how relating to the Supplies that the Supplier provides to the Purchaser in connection with the Order, shall not be deemed to be confidential.

§ARTICLE 15- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

15.1. Any models, plans, tooling, or other elements covered by the intellectual and/or industrial property, given by the Purchaser to the Supplier for the purpose of executing the Order will remain the Purchaser's exclusive property and must be returned to the Purchaser when the Order is delivered or if the Order is terminated for any reason.

15.2. Reproduction of these elements or the manufacture of identical equipment for the Supplier or for a third party is strictly forbidden unless the Purchaser has given its express written permission.

15.3. The Supplier irrevocably assigns to the Purchaser all right, title and interest worldwide in any know-how, trade secrets, ideas, technical information, drawings, designs, trademarks, formulae, processes, apparatus, equipment, manufacturing techniques, software programs, software tools, code (in source or object form), software source documents, documentation manuals or other copyrightable or patentable works that is solely or jointly conceived, made, reduced to practice or learned by the Supplier in the course of any work performed for or on behalf of the Purchaser.

15.4. The Supplier warrants that the Supplies do not constitute an infringement of any third party rights and that it has all licenses, authorizations and permissions necessary to provide the Supplies in accordance with the Order and that the Purchaser's and the Purchaser's customers' use of the Supplies in any form does not infringe the intellectual property rights of any third party. The Supplier defends, holds harmless and indemnifies the Purchaser in full against any claims, losses, damages costs, complaints, or other expenses made by third parties in connection with the provision of the Supplies to the Purchaser and the Purchaser's or the Purchaser's customers' use of the Supplies.

§ARTICLE 16- CANCELLATION

16.1. If the Supplier breaches any obligation under the Order or the Supplier ceases to be able to pay its debts, files for insolvency or suffers any other event of insolvency or bankruptcy in any jurisdiction, the Purchaser may by rights and of its own accord terminate the Order immediately by giving formal written notice. Such a termination shall be without prejudice to the Purchaser's accrued rights and remedies.

16.2. During the execution of the Order, the Purchaser has the right to cancel it whole or part of the Order without justifying his reasons. Following such termination, the Parties shall negotiate, the compensation

allocated for the Supplier on the basis for the reasonable direct costs which are the direct consequence of cancellation and which will be identified by the Supplier within 30 days following the notification of cancellation. The Purchaser shall not be liable to the Supplier for any loss of profit, loss of contracts or other losses and/or expenses howsoever arising out of or in connection with termination of the Order or otherwise.

§ARTICLE 17- SUSPENSION

The Purchaser reserves the right to suspend execution of the Order at any time. Any such suspension will come into effect when notified in writing to the Supplier by the Purchaser. During the period of suspension, any obligations relating to the order will be suspended, except for those concerning confidentiality and intellectual property rights. The Supplier shall safeguard the Supplies during the period of the suspension at its risk.

If the Suspension lasts for more than 3 months, for a reason other than a case of force majeure or a default by the Supplier, the Supplier shall be entitled to its reasonable proven extra costs (evidenced in writing) that the Supplier incurs directly as a result of the suspension.

§ARTICLE 18 - INSPECTION

The Purchaser reserves the right, alone or with the end user (or their representatives), to inspect at its expense the Supplies before shipment and during process of manufacture and observe the process of manufacture at all times. If the results of such inspection or testing give reasonable cause for the Purchaser to be of the opinion that the Goods do not confirm or are unlikely to confirm with any of the warranties given by the Supplier to the Purchaser under Article 11, the Purchaser shall inform the Supplier within seven (7) days of the inspection and/or testing, and the Supplier shall immediately take such action as is necessary (at no cost or expense to the Purchaser) to ensure conformity and in addition the Purchaser shall have the right to require and witness further testing and inspection.

§ARTICLE 19 - SAFETY, HEALTH AND ENVIRONMENT

19.1. The Supplier agrees to deliver the Supplies in compliance with applicable law, regulations and standards concerning health, safety and environment in force at the time of delivery. The Supplier shall observe and comply with all provisions and requirements of EU and any other applicable laws and regulations such as in relation to packing, labelling, carriage or disposal of hazardous goods as well electronic equipment. Hazardous goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English and local language if required. Transport and other documents must include declaration of the hazard and name of the material in English and local language if required. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. Supplier shall obtain and apply CE mark for all goods as required by any law or regulations and provide with Declaration of Conformity as requested. All information held by or reasonably available to the Supplier in connection with any potential hazards known or that could exist in the transport, handling or use of the goods to be supplied by Supplier or in connection with the provisions of the Services by the Supplier shall promptly be communicated to Purchaser.

19.2. The Supplier is responsible for any damage to the environment or health and safety that are caused by the Supplies whether or not they comply with applicable law, regulations and standards. The Supplier indemnifies the Purchaser against any losses, damages, costs or expenses arising in relation to such damages to the environment or health and safety. The Supplier will bear all tangible, intangible and financial consequences arising from any such damage, in particular but not limited to the cost of replacing the Supplies.

§ARTICLE 20 - JURISDICTION - GOVERNING LAW

Any dispute arising out of or in connection with the Order, including any question regarding its existence, validity or termination, shall be referred to the exclusive jurisdiction of the English Courts. The Order shall be governed by English law, excluding, the provisions of the Vienna Convention on the International Sale of Goods.

§ARTICLE 21 - GENERAL

21.1. If any provision of the Order is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Order had been executed with the invalid, illegal or unenforceable provision eliminated.

21.2. No waiver by either party of any breach of the Order shall be considered to be a waiver of any subsequent breach of the same or any other provision.

21.3. Any notice required to be given by either party to the other under the Order shall be in writing addressed to the other party at its registered office, principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

21.4. The Order and its attachments constitute the entire understanding of the parties and supersede all previous agreements, statements and understandings from or between the parties regarding the subject matter of the Order. The Order also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of the Order.

21.5. The parties do not intend that any term of the Order should be enforceable by any person who is not a party to the Order.

21.6. In the Order, the following words and expression shall have the meanings stated:

"Order" means the order to which these General Conditions of Purchase are attached to;

"Purchaser" means the party identified as Purchaser in the Order;

"Supplier" means the party identified as Supplier in the Order;

"Supplies" means the goods and or services to be provided under the Order as more particularly described in the Order; and

"warranty" means the warranty given by the Supplier under Article 11.