

## TERMS AND CONDITIONS OF PURCHASE

As of February 10, 2020

### 1 - ACCEPTANCE OF THE GENERAL CONDITIONS OF PURCHASE

Acceptance of the order irrevocably implies acceptance of our General Terms and Conditions of Purchase (G.T.P.). The supplier waives the right to rely in any form whatsoever on any clauses included in its own documents if they are contrary to these G.T.P.

Any reservations of the supplier on this point shall be deemed to be unwritten.

Any clause not stipulated within the framework of the present G.T.P. shall be subject to express agreement.

Under no circumstances can anyone claim a tacit agreement on our part.

Only documents signed by an authorised person and referring to the present general terms and conditions are binding on us.

### 2 – PRICE

Unless otherwise stipulated on the front, the prices indicated will be firm and definitive for the duration of the execution of this order. They are understood to be carriage paid and exclusive of tax. They also include packaging which must be carried out according to the rules of the trade.

### 3 – DELIVERIES

Each delivery must be accompanied by a delivery note which must include the order reference.

Unless expressly agreed otherwise, the goods and parts are delivered to us carriage and packing paid, and travel at the supplier's or shipper's risk and peril, whatever the mode and terms of transport and shipment.

We do not accept COD shipments (Collect on Delivery).

### 4 - TRANSFERT OF RISKS

The transfer of risk takes place at the place of delivery indicated on the order.

### 5 – DELAY

The deadline is mandatory and is an essential element of the contract. Its non-observance may give rise to the implementation of the resolutive clause provided for in these general terms and conditions of purchase.

Except in cases of force majeure, FUJI ELECTRIC FRANCE shall be entitled to apply late payment penalties to compensate for the loss suffered and which shall be 0.50% of the amount excluding VAT of the delivery in question, per calendar day of delay.

## **6 – TOOLS**

The tools that our suppliers create to carry out the work entrusted to them and which are invoiced to us in any form whatsoever, remain the exclusive property of our Company. All the elements of this tooling must be indelibly marked with the acronym of our company and the references of the part(s) they are used to make. Unless a special written agreement is given by us, these tools will be used exclusively to fulfil our orders. Any drawings, models, parts and samples communicated to our suppliers are and remain our property under all circumstances.

These tools shall be stored and maintained by the supplier in accordance with the rules of the trade: however, we reserve the right to recover them without opposition when we deem it useful, and in particular in the following cases:

- cancellation of the contract (cf. article 12 - prolonged industrial action endangering our supply)
- petition in bankruptcy
- any other case of force majeure resulting in the suspension of the supply being the subject of the contract.

## **7 – SECRET**

Any document given by FUJI ELECTRIC FRANCE to the supplier remains the exclusive property of our company; it may not be reproduced or communicated without its prior written consent and may only be used for the benefit of FUJI ELECTRIC FRANCE. It will be returned after use.

The supplier is always under a general obligation of confidentiality towards FUJI ELECTRIC FRANCE. Any exchange of information, even verbal, is confidential.

## **8 - RECEPTION – CONTROL**

FUJI ELECTRIC FRANCE always reserves the right to carry out technical verifications and to communicate the conclusions to the supplier.

The issuing of a delivery note or delivery slip can in no case be considered as an acceptance of the goods. In the event of goods that do not comply with the specifications of the order, the supplier undertakes to take back the goods at its own expense, risk and peril, and to replace the goods as soon as possible.

## **9 - WARRANTIES**

Unless otherwise stipulated by us, the warranty covering any defect in construction or goods is one year from the date of acceptance at our factory. This warranty covers, in particular, replacement supplies, labour and travel expenses.

The supplier shall remedy any apparent or hidden defect in the goods with all due diligence and in full, at his own expense. He shall also remedy the consequences of such defects for our customers or third parties and ourselves.

## **10 - TERMS AND CONDITIONS OF PAYMENT (Unless otherwise stated on the order form)**

Our invoices are paid only after complete delivery of the order.

Their payment is made by cheque or draft at 45 days end of month.

In case of partial refusal of the delivered goods, invoices are only paid after receipt of a credit note for the value of the refused delivery. Our company expressly reserves the right to automatically retain, at the time of payment, invoices from its suppliers, the sums they may owe it for any reason whatsoever.

#### **11 - RESERVATION OF OWNERSHIP**

FUJI ELECTRIC FRANCE rejects any reservation of ownership clause.

#### **12 - RESOLUTORY CLAUSE**

In the event of non-performance by the supplier of any of its contractual obligations, the purchaser may, after formal notice by registered letter with acknowledgement of receipt, which has remained without effect, within eight days, terminate the contract by operation of law without prejudice to any claim for damages on its part.

#### **13 – COMMUNICATION**

The supplier agrees that the information that he will exchange by fax or e-mail with FUJI ELECTRIC FRANCE will have the value of a written document.

#### **14 — JURISDICTION**

In the event of a dispute concerning the interpretation or execution of this contract, the TRIBUNAL DE COMMERCE DE CLERMONT-FERRAND shall have sole jurisdiction, even in the event of a warranty claim or multiple defendants.

French law will be applied to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.