

# Terms of purchase

By accepting any order from Etic Telecom (the Customer), the Supplier accepts, without reservation, these General Conditions of Purchase.

## 1 DEFINITIONS AND CONTRACTUAL DOCUMENTS

**Order:** paper or electronic document by which the Customer orders the supply from the Supplier.  
**Supplies:** products, raw materials, packaging or services ordered by the Customer from the Supplier.  
**Site:** the establishment of the Customer or of a third party concerned by the delivery of the Supplies and mentioned in the Order.  
*All Orders must be written down (as well as any modification concerning it) and give rise to the issuance of an order form. The Supplier cannot in any case rely on a tacit agreement on the part of the Customer. The Customer is only responsible for documents signed by an authorized person at the head of his company or one of the entities of his Group, and referring to these General Conditions..*

## 2 ACKNOWLEDGMENT OF RECEIPT

An Order will only become final when the Customer has received in return (within a maximum of 8 days) the acknowledgment of receipt attached to the order form, without any modification or erasure, dated and bearing the Supplier's commercial stamp. Any other document that would be attached to this acknowledgment of receipt would be deemed null and unwritten. If the acknowledgment of receipt is not received within the time period indicated above, then the Order will be considered accepted by the Customer..  
As long as the Supplier has not confirmed the order, the Customer is entitled to modify or cancel it. The Customer must then be informed as soon as possible of any change in price or schedule resulting from the requested changes.  
The Order accepted by the Supplier constitutes a firm and final commitment on its part and implies its adherence to these General Conditions of Purchase unless they have been the subject of written reservations formally accepted by the Customer.

## 3 PRICE

Unless otherwise agreed, the price of the order is always stipulated as firm and final. Any service must, in order to be accepted by the Customer, be indicated on the Supplier's delivery slips. No additional costs, expenses or charges of any kind will be applied, unless expressly agreed between the Parties.  
Orders do not give rise to any systematic payment of advances (neither down payments nor down payments), unless expressly stipulated in the order or in the special conditions.

## 4 TERMS OF DELIVERY

### 4.1 Lead time

The delivery date is mandatory and applies to any Supply returned to the place of delivery indicated on the Order.  
The Supplier must immediately inform the Customer of any delay, whatever the reason, occurring during the execution of the Order, in writing, specifying its probable duration and its consequences on delivery times.  
This lead time constituting a strict deadline and an essential and decisive condition of the Customer's consent, the Supplier will be fully responsible for any delay in delivery, and will therefore bear all the damaging consequences, direct or indirect, without prejudice to the law for the Customer to cancel the Order in question, without this resolution having to be pronounced in court, or to contact whoever it sees fit, if the failure continues for more than a month, to obtain the Supplies making the subject of the relevant Order.  
In the latter case, the additional cost, as well as the costs incurred by this new purchase, will be borne by the defaulting Supplier.  
In the event of a delay on one of the contractual deadlines set out in the Order, the Customer is entitled to charge penalties equal to 1% (one percent) per working day of the price of the late batch of Supplies.  
These sums are due without any formal notice being necessary and will be paid in the form of a credit note.  
**4.2 Packaging**  
Any specific packing instructions must, in order to be accepted by the Customer, be indicated on the Supplier's delivery slips.  
Invoicing for packaging will only be accepted if it is expressly provided for in the Order..

### 4.3 Shipment

Unless otherwise specified in the Order, shipments are made free of all costs to the designated Site.  
Deliveries must be made to the address indicated on the order. The goods must be provided with labels bearing the Customer's order number, the name of the Supplier, the description of the articles, the quantity and the batch number of the Supplier.  
Any shipment must give rise to a delivery slip which will accompany the Supply and will specify: the order number, the shipping method, the destination Site, the description of the goods shipped and their mass, the quantity in order unit for each product or article.  
The supplier is responsible for the packaging of the Supplies for shipment, which must provide effective and adequate protection to preserve the full quality of said Supplies until the place of delivery.

### 4.4 Receipt of Supplies

Reception entails acceptance of the delivery by the Customer and the obligation to pay the Supplier. It takes place instead of the Site indicated in the order. A qualitative and quantitative control is then carried out and makes it possible to verify the conformity of the Supplies to the Order. In the event of non-compliance notified by the Customer, the Supplier must take all measures to remove the refused products at its expense within a maximum period of 7 working days from the notification of the refusal, while respecting the opening hours of the customer stores.

## 5 INVOICING AND PAYMENT

All invoices must include all the information provided for in Article L. 441-3 of the Commercial Code as well as the order number.  
Payment of invoices takes place, unless otherwise specified, at 30 days net, by bank transfer or check.  
The Supplier expressly authorizes the Customer to offset the sums owed by the Customer or any assignee of the invoices and those owed by the Supplier, for whatever reason.  
In the event that penalties could be applied by the Supplier for late payment, they will be limited to an amount equivalent to that which would result from the application of a rate equal to three times the legal interest rate.

## 6 QUALITY ASSURANCE

Before any start of execution of the Order, the Supplier undertakes, at the Customer's request, to justify the subscription of a civil liability insurance policy covering in particular the responsibilities that it incurs as a result of the execution of the this contract for all material, bodily or immaterial damage.  
For this purpose, he will provide the Client, duly completed and signed by his insurer, with civil and professional insurance certificates at the latter's first request. The issuance of the aforementioned insurance certificates does not in any way constitute on the part of the Customer any acknowledgment of the Supplier's liability limitation towards it.

Supplier undertakes, at Customer's request, to provide him with all the elements enabling him to identify the origin, place and date of manufacture of the Supply or of the elements making up the Supply, the quality controls carried out, the numbers series or batch.

## 7 RESPONSIBILITY OF THE SUPPLIER

The Supplier undertakes to comply fully with the obligations that would be stipulated in the specifications, the product specifications or the packaging (s) subject (s) of the Order. The supplier undertakes to comply with RoHS and REACH standards. Subcontracting of all or part of the Order must have received prior written consent from the Customer. The Supplier undertakes in particular to ensure that these General Conditions are respected by its approved subcontractors. Likewise, it may not modify its manufacturing process and / or its production site without the prior consent of the Customer.  
In the event of non-compliance with the contractual specifications noted after receipt, the Supplier undertakes to take back the Supply at its own expense and risk, without being able to claim any compensation or indemnity from the Customer. The Customer reserves a period of 7 working days after delivery to proceed with any complaints.  
The Supplier guarantees that the products or packaging delivered are free from any defect or contamination of any kind. This in no way excludes liability for hidden defect which remains the responsibility of the Supplier (articles 1641 et seq. Of the Civil Code).  
The Supplier undertakes to comply with the legal and regulatory obligations in force concerning the packaging and labelling of materials or packaging delivered under the Order. He will inform the Customer of the special storage conditions necessary for their proper conservation.

## 8 WARRANTY

The Supplier guarantees that the Supply conforms to the description, specifications or samples mentioned in the contractual documents. The conformity of the Supplies delivered also covers the quantities requested, as well as respect for the origin of the products as defined in the specifications and / or the order form and which may therefore be subject to reservations and give rise to the application of the above provisions.  
Regardless of the specific conditions specified in the Order, the Supplier must, within the framework of the guarantee that it grants to its Supply and in the event of failure or defect thereof, ensure its replacement or make it fit for use for which it is intended for at no cost to the Customer, and with the latter's prior written consent. In the absence of replacement or repair within 15 working days of the Customer's request, the latter may replace the Supplier by having the necessary operations carried out with a third party of its choice. In all cases, the Supplier will bear all replacement or repair costs and in particular travel, labour and transport costs. The Customer reserves the right to cancel or reduce the Order, in the event that the Supplier refuses or is unable to fulfil its technical or commercial obligations in accordance with the conditions of said Order.

## 9 FORCE MAJEURE, ACT OF GODS

The Parties cannot be considered as responsible or having failed in their contractual obligations, when the failure to perform the respective obligations is due to force majeure; the execution of the Order between the Parties is suspended until the extinction of the causes that have generated force majeure. Force majeure takes into account irresistible facts or circumstances, external to the Parties, unforeseeable and beyond the control of the Parties, despite all reasonable efforts to prevent them. The party affected by force majeure will notify the other within five (5) working days of the date on which it becomes aware. The two Parties will then agree on the conditions under which the execution of the Order will be continued.

## 10 INTELLECTUAL PROPERTY

In terms of patents or licenses, the rights to which the raw materials and packaging used could give rise are the sole responsibility of the Supplier.  
The Supplier guarantees that the use of the Supplies, which are the subject of the order, does not infringe the rights of third parties and that no dispute is pending regarding the use of these.  
The Supplier will be responsible for all infringement or other actions that may be brought in relation to the Supplies delivered. If applicable, he will reimburse the sums that will be incurred to oppose actions directed against the Client.

## 11 CONFIDENTIALITY

In general, the Supplier is required to respect the obligation of "Professional Secrecy" and as such refrains from communicating to anyone, without the prior written consent of the Customer, all or part of the information and technical information and commercial collected during the execution of the Order and relating to the activity of the Customer.

## 12 TRANSFER OF OWNERSHIP

Unless otherwise stipulated in the special conditions of an order, the transfer of ownership and risks takes place upon receipt of the Supplies recognized as good and complete.  
The Customer rejects any retention of title clause that he has not expressly accepted in writing in advance.

## 13 ELECTION OF DOMICILE OR JURISDICTION

The choice of domicile is made at our head office. In the event of a dispute relating to the interpretation or execution of these general conditions, exclusive jurisdiction is attributed to the Commercial Court of Grenoble regardless of the place of delivery, the method of payment accepted and even in the event of an appeal, as a guarantee or a plurality of defendants.