

1. Scope of application

1.1. These General Purchasing Conditions (known thereafter as “**GPC**”) govern the orders of raw materials, consumables, components (“**Goods**”), and/or services (“**Services/Works**”) by the company ACB (“**Buyer**”) from all suppliers (“**Supplier**”).

1.2. The contractual documents formalized between the Buyer and the Supplier shall have the force of law and shall prevail in ascending order as follows: the GPC, the specific conditions that may be included or referenced in the order, and the technical specifications referenced in the order.

1.3. The GPC, along with the contractual and/or technical documents, encompass all obligations of the parties. Any addition or modification must be the result of a written agreement between the two parties.

2. Entry into force – duration

2.1. The GPC come into force and take effect, without reservation, upon the acceptance of the order or the initiation of any execution (design, manufacturing, delivery, invoicing, etc.) by the Supplier and for the entire duration of their business relationship. The Supplier waives his own general terms of sale.

2.2. The GPC cancel and replace any previous document of the same nature exchanged between the parties.

2.3. The general terms of sale attached to the order receipt and/or the Supplier's invoice shall in no case prevail over the GPC unless the Buyer has expressly and specifically accepted them in a dedicated written form.

3. Validity of the Order

3.1. The Buyer's order is formulated on the purchase order sent to the Supplier by any means (« **Order** »). Only the signature of the order by the Buyer constitutes a commitment. The order is deemed accepted, subject to the specific conditions it specifies and the GPC, if, within eight (8) days from its receipt by the Supplier, it has not been subject to any written reservations on his part.

4. Modifications of the initial Order

4.1. The Supplier must accept any modifications that the Buyer may request regarding the subject of the Order, specifications, quantity, or delivery, within a reasonable period of time preceding the originally agreed delivery or execution date. The price will be adjusted to reflect the modification based on the rates and prices specified in the Order.

4.2. The Supplier cannot make any modifications, especially technical or commercial, to the specifications and conditions stated in the Order unless they have obtained the prior written approval of the Buyer.

4.3. Any modification to the Order will bind the parties only if the Buyer confirms it through an amendment to the Order.

5. Inspections and tests during the Order

5.1. The Buyer shall have the right to proceed, within a five (5) working days' notice, inspections and tests on the Goods and Services/Works subject to the Order to ensure ongoing compliance with contractual standards and requirements.

5.2. These inspections and tests don't relieve the Supplier of his responsibility and don't constitute acceptance of the Goods and Services/Works.

6. Conformity

6.1. The Goods and Services/Works must comply with contractual requirements and be fit for the intended purpose. They must meet usual quality criteria as well as standards, current legislation, and industry best practices.

6.2. The Supplier undertakes to verify that the information provided in the Order and all related documents meet the requirements. In case of incompatibility, the Supplier must promptly inform the Buyer before commencing the execution of the Order, providing all necessary information regarding the risks of non-compliance and proposed measures.

6.3. The Goods and Services/Works shall be delivered in a complete state of completion with all necessary instructions, recommendations, and other indications for proper use and optimal safety conditions. The Supplier will ensure that appropriate instructions and warnings are highlighted and clearly indicated on the Goods and Services/Works, as well as on their packaging.

6.4. When providing Services/Works on the Buyer's or the Buyer's client's site, the Supplier shall comply with all applicable legal regulations regarding hygiene and safety rules, security, and social regulations.

6.5. Goods and Services/Works that don't meet all the above requirements will be considered non-compliant. Any non-compliance will be deemed to have been present at the time of delivery of the Goods and Services/Works, unless proven otherwise by the Supplier.

7. Delivery

7.1. The delivery date of the Goods and the execution of the Services/Works specified in the Order is imperative. The Buyer reserves the right to request manufacturing and delivery schedules. Partial deliveries are not allowed unless expressly specified in the Order.

7.2. If the delivery of the Goods or the execution of the Services/Works is likely to be delayed, the Supplier must promptly inform the Buyer. The Supplier's failure to notify of a delay gives the Buyer the right to unilaterally terminate all or part of the Order and/or be compensated for the damage resulting from this deficiency and delay. The same applies if the notified delay exceeds thirty (30) calendar days, except in cases of force majeure.

7.3. In the event of a delivery delay, penalties amounting to 1% excluding tax of the total Order amount will be applied to the Supplier for each day of delay, without the need for prior notice and without prejudice to the provisions of Article 18 of the GPC. The total of these penalties shall not exceed 8% excluding tax of the total Order amount.

8. Inspections and tests upon delivery and acceptance

8.1. The signature of the delivery order is only the physical receipt of the Goods and Services/Works in accordance with the terms of the Order (“**Delivery**”).

8.2. Delivery will be deemed accepted upon confirmation by the Buyer or, failing that, within fifteen (15) calendar days from the signing of the delivery order ("**Acceptation**").

8.3. In the event of non-compliance of the delivered Goods and Services/Works or in case of loss or damage to the Goods during transport, the Buyer has a period of fifteen (15) calendar days from Delivery to inform the Supplier by registered letter with return receipt or email with return receipt and to request the Supplier to rectify the situation. This information prevents any Acceptation of the delivery by the Buyer. In this case, and after an unanswered formal notice, the Buyer may:

- request the Supplier to promptly replace non-compliant Goods with fully compliant Goods,
- keep the Goods and Services/Works with a proportional price reduction based on the diminished value of the Goods and Services/Works,
- have the Order executed by a third party and unilaterally declare the resolution of the Order without prejudice to damages for any loss or damage suffered by the Buyer due to non-compliant Goods and Services/Works.

9. Price – Invoicing

9.1. The invoice must match exactly to the Buyer's Order.

9.2. The price stipulated in the Order is firm and final. It includes all additional costs related to the execution of the Order. Invoices must necessarily include the following information: Buyer's Order number, delivery receipt number, and reference of the Buyer's item.

9.3. Invoices are drawn up in the name of the company ACB that issues the Order and addressed to the following address: 27 rue du Ranzai – BP31908 – 44319 Nantes Cedex 3 – France.

10. Terms and conditions of payment

10.1. The invoice will be issued after the complete delivery of the Order and provided :

- Inspections and tests upon delivery, as mentioned in Article 8 of the GPC, have taken place,
- The Goods and Services/Works comply with the Order,
- The Supplier has fulfilled all obligations arising from the Order, the GPC, specific conditions, and any contractual document.

10.2. Payment of invoices is made in accordance with the conditions specified in the Order or, in the absence of such specifications, in accordance with applicable legal provisions, by bank transfer, after the Acceptation of the delivery of Goods and Services/Works.

11. Transfer of ownership – risk transfer

11.1. The transfer of ownership and risks of the Goods and Services/Works occurs in favour of the Buyer on the date of Acceptation of the delivery, as described in Articles 7 and 8 of the GPC.

11.2. Any retention of title clause from the Supplier is only enforceable against the Buyer if its express and prior acceptance before delivery has been obtained through a dedicated written agreement.

12. Supplier's liability and warranties

12.1. As a professional, the Supplier is bound by an obligation of results and assumes full responsibility for the Goods and Services/Works, their design, manufacturing process, technical choices made for their realization, and their suitability for the intended use, regardless of the Buyer's assistance during the development of Goods and Services/Works.

12.2. The Supplier assumes full responsibility towards the Buyer for the delivered Goods and executed Services/Works and undertakes to indemnify the Buyer against any loss, damage, hidden defect, claim of any kind that may be made in this regard, and against all harmful consequences that may result for the Buyer, his employees, or subcontractors.

12.3. Without prejudice to the application of legal provisions, the Supplier provides a contractual warranty for the Goods and Services/Works for a period of twelve (12) months from the date of Acceptation. The Supplier shall promptly remedy any necessary corrections, modifications, repairs, and replacements, so that the contested deliveries comply, with all resulting costs and expenses being the exclusive responsibility of the Supplier. The warranty period for replaced or repaired items is twelve (12) months after the replacement or repair has been completed.

13. Insurance

13.1. The Supplier undertakes to subscribe, at his own expense, the necessary insurance policies to cover all liabilities arising from the execution of the Orders and their deliveries for any type of damages. Upon request from the Buyer, the Supplier will provide the Buyer with general and professional liability insurance certificates, dated within the last six months.

13.2. In all cases, the Supplier must provide, upon the Buyer's simple request, appropriate insurance covering the Goods and Services/Works until their arrival at the Buyer's premises or any other destination approved by the Buyer.

14. Subcontracting

14.1. The Supplier cannot assign and/or transfer, even freely, in whole or in part, the Order without the prior and express agreement of the Buyer.

14.2. If the Supplier is authorized to subcontract all or part of the Order to one or more third parties, he shall remain solely and entirely responsible to the Buyer for the execution of the Order and the GPC. The Supplier shall indemnify the Buyer against any claims from subcontractors.

15. Intellectual property - confidentiality

15.1. All information communicated by the Buyer to the Supplier, including tools, models, equipment, plans, specifications, and other informational elements, will remain the property of the Buyer and can only be used by the Supplier for the purpose of executing the Order. The Supplier must keep the documents and other informational elements confidential throughout the duration of their business relationship and for a period of ten (10) years from their termination. The Supplier must promptly return them to the Buyer upon the Buyer's first request.

15.2. The Supplier undertakes to maintain the confidentiality of information received from the Buyer, including by vouching for his employees and third parties for whom it has obtained permission to disclose such information.

15.3. The Supplier guarantees that the Goods and Services/Works are not subject to any claims of industrial or artistic property, and that photographs of the Goods can be reproduced on all media.

15.4. By express agreement, full and exclusive ownership of all studies, projects, plans, estimates, various technical documents, software, and patentable or non-patentable results resulting from the execution of the Order is transferred to the Buyer simultaneously with the transfer of ownership.

16. Non solicitation of employees

16.1. The Supplier agrees not to solicit for the purpose of hiring (whether as an employee, officer, consultant, or in any other capacity), directly or indirectly, any employee of the Buyer, during the entire duration of their business relationship and for a period of twenty-four (24) months following its termination.

16.2. The Supplier vouches for the compliance with this prohibition by his employees.

16.3. In case of violation of this prohibition, the Supplier will be liable the Buyer an amount equal to 20% of the gross annual remuneration of the solicited employee, without prejudice to the Buyer's right to seek damages for the harm suffered.

17. Force Majeure

17.1. The parties shall not be held responsible if the non-execution or delay in the execution of any of their obligations results from a force majeure event within the meaning of applicable law.

17.2. The party noting the event must promptly inform the other party of his inability to perform his obligations and justify it. The suspension of obligations cannot be a cause of liability for non-execution of the obligation in question, nor lead to the payment of damages or late penalties.

17.3. The execution of the obligation is suspended for the entire duration of the force majeure if the impediment is temporary, provided that this suspension doesn't exceed a period of thirty (30) calendar days. During this suspension, the parties agree that the costs incurred due to the situation will be borne by the party impeded.

17.4. Consequently, upon the disappearance of the cause of the suspension of their reciprocal obligations, the parties will make every effort to resume the normal execution of their contractual obligations as quickly as possible.

17.5. To this end, the party impeded will notify the other party of the resumption of his obligation by registered letter with return receipt and/or email with return receipt.

17.6. If the impediment is permanent or exceeds a duration of thirty (30) calendar days, the Order may be terminated at the initiative of either party in accordance with Article 18.2 of the GPC.

18. Termination

18.1. In the event of a Supplier's breach of any of his obligations, not rectified within fifteen (15) days from the dispatch of a registered letter with return receipt notifying the specific breach, the Buyer may terminate the Order, without prejudice to any damages it may seek for the harm suffered.

18.2. If the force majeure event as defined in the GPC lasts for more than thirty (30) working days, each party is authorized to terminate the Order at any time by registered letter with return receipt, without further notice or payment of any compensation.

18.3. The Buyer may terminate the Order if the contract with his client is terminated. In this case, the Buyer will pay the Supplier, upon justification, the non-recoverable costs incurred in the execution of the Order until its termination date. These costs shall not exceed the amount of the Order under any circumstances.

19. Nullity

19.1. The nullity, unlawfulness, or inapplicability, for any reason whatsoever, of one or more clauses of the GPC doesn't automatically result in the nullity, unlawfulness, or inapplicability of the entire agreement.

19.2. The parties commit, in good faith, to substitute for the annulled, unlawful, or inapplicable clause a new replacement clause that has an economically equivalent effect to that of the null, unlawful, or inapplicable clause.

20. Vendor Commitments

The Vendor agrees to uphold fundamental principles of corporate social responsibility, particularly regarding:

Respect for human rights and labor standards (prohibition of forced labor, child labor, non-discrimination, freedom of association, etc.);

Environmental protection (waste reduction, sustainable resource management, limitation of greenhouse gas emissions, etc.);

Business ethics (anti-corruption, transparency, fair business practices, etc.).

20.1 - Assessments and Audits
The Vendor agrees that the Buyer may, directly or through a third party, conduct CSR assessments or audits, announced or unannounced, to verify compliance with the above commitments. The Supplier undertakes to fully cooperate with such processes.

20.2 - Corrective Action Plan
In the event of non-compliance, the Supplier shall implement a corrective action plan within a reasonable timeframe, mutually agreed upon with the Buyer. Failing this, the Buyer reserves the right to suspend or terminate the contract without compensation.

20.3 - Termination Clause
Serious or repeated breaches of CSR commitments shall constitute a contractual breach justifying immediate termination of the contract, without prejudice to any damages the Purchaser may claim.

20. Language – applicable law – dispute

20.1. The GPC is drafted in the French language. In the event of a dispute, only the French text shall prevail if the GPC is translated into one or more languages.

20.2. All clauses in the GPC, as well as all purchase and sale transactions referred to therein, shall be governed by French law.

20.3. In the event of difficulties regarding the validity, interpretation, execution, or termination of the GPC, the parties will endeavour to resolve their dispute amicably.

20.4. In the absence of an amicable agreement between the parties, any dispute between the Buyer and the Supplier shall be subject to the exclusive jurisdiction of the Commercial Court of Nantes.