

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 – Scope of Application

These General Terms and Conditions of Purchase (“GTCP”) are intended to govern all orders for supplies, equipment, products and/or services (“Goods”) placed by Ebo Systems (“Buyer”) with any seller (“Supplier”).

2 – Order

All purchases of Goods are subject to the issuance of a purchase order (“Order”). The Order becomes final only upon receipt by the Buyer of an Order acknowledgment issued without reservation and returned by the Supplier within 48 hours. The Order number must be indicated by the Supplier on all documents.

In the event of any modification to an Order initiated by either party and accepted by the other, the Buyer will send an amendment to the Supplier, who must acknowledge receipt within 48 hours.

The purchase price and any ancillary costs (packaging, transport, insurance) applicable to the Order shall be indicated on the quotation submitted to the Buyer.

3 – Price – Invoicing

The price stated in the Order is firm and final. The parties may agree on a price revision, which must be formalized through an amendment to the specific purchasing conditions and signed by both parties.

Invoices must include the following mandatory information:

- Buyer’s Order number
- Delivery note number
- Buyer’s item reference(s)

Invoices must be issued in the name of Ebo Systems and sent to the following address: Ebo Systems – Comptabilité Fournisseurs – 6 avenue Jean Monnet, 54920 VILLERS-LA-MONTAGNE or electronically to: ebo-compta@ebo-systems.com

4 – Payment Terms and Deadlines

All payments by the Buyer are made by bank transfer on the 20th of each month. For this purpose, the Supplier shall provide the Buyer with its banking details.

5 – Packaging – Delivery – Deadlines

Each delivery must be accompanied by a delivery note indicating the Buyer's Order number. The delivery deadlines for the goods specified in the Order must be respected. No modification may be made to the deadlines stated in the Order without the Buyer's prior written consent.

Any delay, regardless of its cause, occurring during the execution of the Order must be immediately reported to the Buyer. In the event of a delay, the Buyer reserves the right to cancel the Order by simply sending an email to the Supplier.

Unless specific packaging is expressly required by the Buyer in the Order, the Supplier undertakes to deliver the Products in suitable packaging, taking into account the nature of the Products and the measures necessary to protect them from weather conditions, corrosion, loading incidents, transport and storage constraints, as well as vibrations or shocks, among others. In all cases, the Products must be sealed, properly packaged, labelled, and generally prepared for shipment.

The Supplier must inform the Buyer of any defects or faults encountered during manufacturing.

For Raw Materials :

If certain Goods or products to be delivered to the Buyer's site contain hazardous substances or require special safety measures for handling, transport, storage, or use, the Supplier must, prior to any delivery or use, provide the Buyer in writing and in French with the required information regarding the nature of these substances ("Product Sheet"), as well as the precautions to be taken when using and handling these Products ("Safety Sheet").

The Supplier shall ensure that, prior to shipment, the appropriate instructions and warnings are clearly visible and indicated on the relevant Goods or products, as well as on their packaging and containers.

6 – Compliance – Quality of Delivered Equipment, Products, Supplies, Goods and Services

Any non-conforming Good shall be replaced by the Supplier as soon as possible, at the Supplier's expense. Failure to comply with the technical specifications, drawings, models, and plans previously provided by the Buyer shall result in the termination of the Order. Non-conforming Goods will be returned by the Buyer at the Supplier's expense.

The Supplier undertakes to inform the Buyer of any modification made to the ordered Good (change in quantity, change of raw material, delivery deadline). Such modification must be subject to the Buyer's prior approval.

The Supplier authorizes the Buyer to carry out any form of audit enabling verification of compliance with quality assurance principles, and to conduct periodic evaluations based on criteria established by the Buyer.

In the event of non-compliance with this clause, the Buyer reserves the right to cancel the Order due to non-conformity with the initial specifications.

7 – Compliance with REACH, ROHS Regulations and CSR Approach

The products supplied by the Supplier must comply with applicable regulations, including REACH and ROHS, and the Supplier must ensure that this obligation is respected by its employees, carriers, and subcontractors. The Buyer encourages the Supplier to implement a Corporate Social Responsibility (CSR) approach that takes into account safety standards such as ISO 45001, as well as ISO 14001 for environmental management. The level of implementation of this approach and the achievement of these certifications will be considered when awarding orders.

8 – Labor Regulations – Safety

When the Supplier's personnel operate on the Buyer's premises, the Supplier must assume full responsibility for its team. It is the Supplier's responsibility to ensure that its personnel have read and understood the internal rules of the Buyer's site concerned, as well as the safety instructions applicable at the place of intervention. The Supplier must also comply with applicable French regulations, including the prohibition of child labor, respect for employees, and inclusion.

9 – Supplier Liability – Warranties – Quality

The Supplier assumes full responsibility toward the Buyer for the delivered Goods and undertakes to ensure the replacement of damaged goods as quickly as possible. The Buyer also encourages the Supplier to implement an ISO 9001 quality management approach. Obtaining such certification will be taken into account when awarding orders.

10 – Changes Affecting the Supplier

The Supplier must immediately inform the Buyer, by any written means, of the initiation of insolvency or collective proceedings against it, as well as any decision or event affecting its economic or legal situation, solvency, or ability to meet its obligations. This obligation to promptly inform the Buyer is intended to allow the Buyer to take any protective measures necessary to safeguard its rights, provided such measures are lawful, and to declare its claim, if applicable, in the context of any amicable or judicial proceedings initiated against the Supplier.

This obligation to promptly inform the Buyer applies even if the purchased Good has already been delivered, received, or paid for, as long as any legal or contractual obligation (warranty, after-sales service, etc.) remains incumbent on the Supplier for the benefit of the Buyer.

11 – Force Majeure

The parties shall not be held liable if the non-performance or delay in the performance of any of their obligations results from an event of force majeure within the meaning of Article 1218 of the French Civil Code. The party invoking the event must immediately inform the other party of its inability to perform its obligation(s) and provide justification.

The suspension of obligations shall not, under any circumstances, give rise to liability for non-performance, nor to the payment of damages or late-payment penalties. Performance of the obligation is suspended for the entire duration of the force majeure event if the impediment is temporary, provided that such suspension does not exceed thirty (30) calendar days. During this suspension, the parties agree that any costs arising from the situation shall be borne by the party affected.

Once the cause of suspension has ceased, the parties shall make every effort to resume normal performance of their contractual obligations as quickly as possible. To this end, the affected Party shall notify the other of the resumption of its obligation by email and/or by registered letter with acknowledgment of receipt.

If the impediment is permanent or exceeds thirty (30) calendar days, the Order may be terminated at the initiative of either party in accordance with Article 20.2 of the General Terms and Conditions of Sale.

12 – Confidentiality and Professional Secrecy

Documents, diagrams, and plans provided to the Supplier must not, under any circumstances, be used or disclosed to third parties. The Supplier must strictly comply with its obligation of professional secrecy. In particular, the Supplier must take all necessary measures to ensure that data such as specifications, formulas, drawings, details, or manufacturing secrets relating to the Buyer's Orders or contracts are neither communicated nor disclosed to third parties, whether by the Supplier itself or by any party acting on its behalf.

13 – Subcontracting

The use of subcontracting must be notified to the Buyer prior to any intervention. Failing this, the Buyer will immediately cancel the Order.

14 – Applicable Law

All clauses contained in these General Terms and Conditions of Purchase, as well as all purchase and sale operations referred to herein, shall be governed by French law.

15 – Disputes and Arbitration

For any disputes or legal actions directly or indirectly relating to the validity, interpretation, or application of these General Terms and Conditions of Purchase and of the contracts concluded pursuant to them, and more generally for any disputes or actions directly or indirectly relating to the commercial relations that have existed between the parties, their performance, the terms or consequences of their termination or cessation, whether the cause of such disputes or actions arises from contractual or tort liability, common law, competition law, restrictive practices, or otherwise, the courts of Bordeaux with jurisdiction over civil and commercial matters shall have exclusive competence, even in the event of third-party claims, multiple defendants, or summary proceedings.

Approved on the 22/11/2022

Frederic Brandquien

Directeur Général

