

TECHNOMARK

GENERAL CONDITIONS OF PURCHASE

ARTICLE 1 - ACCEPTANCE OF THE GENERAL CONDITIONS

The present purchasing terms applies to any of the goods or the service offer taken place by the company TECHNOMARK, if they appear on the order form. By accepting an order from us, the supplier accepts without reserve, of the same fact, the present general conditions of purchase.

ARTICLE 2 - ORDER

Only our document of order form drafted by authorized people will have value of commitment for TECHNOMARK. The supplier or the subcontractor owes Please turn us a signed acknowledgement of receipt of order confirming us: prices and deadlines by Fax, mail or e-mail under 48 at 72 hours. After this deadline, the order is considered accepted by the Supplier in the whole of the particular conditions. After this deadline, TECHNOMARK reserves the right to cancel it without opening straight ahead to the Supplier or Subcontractor of any compensation.

ARTICLE 3 - MODIFICATION OF THE ORDER

After the sending of the order, TECHNOMARK reserves the right to modify the quantities and/or the specifications. TECHNOMARK will have to inform the supplier about it or Subcontractor in writing. The latter will have to make known its acceptance or its refusal within two calendar days following the reception of the information. In the absence of a reply for this deadline, the supplier will be considered for having accepted the modifications.

ARTICLE 4 - PRICES

We admit no reserve or prices modification, unless they are accepted expressly in writing by the company TECHNOMARK. The prices get on carriage prepaid and packing paid.

ARTICLE 5 - DELAY

In case of delay on one of the contractual deadlines expressed with order and validated by both parties, the Supplier will pay penalties equal to 0.5 % per working day of delay of the price of the batch of goods and it is true from a manufactured week. The amount of these penalties is limited to 5 % of the price of the late supply. TECHNOMARK reserves the right to modulate the delivery dates and the quantities of delivery a month scheduled orders (in the respect of the claim quantity) of all or part of the goods for an advance notice of three weeks. For the anticipated deliveries earlier than asked and without agreement not accepted in writing by TECHNOMARK, this one reserves the right to return the goods to the seller at its expenses or to retain the payment up to the applicable agreed date.

ARTICLE 5 – TRANSPORTATION / SHIPMENT

Except written agreement, the supplier will take at under his responsibility the costs of freight and to the packaging of the goods until the acceptance of the goods at TECHNOMARK or every subcontractor indicated by TECHNOMARK. The goods must be perfectly packed by the supplier so that they undergo no deterioration during the transport and the storage. The supplier has to close to the shipping in a dress handkerchief stuck on an external face of the packaging, a delivery slip in duplicate, reminding: the quantity, the name, and the reference of the product and the number of the order. The exceed quantity not ordered can be returned to the supplier at his expenses and risk.

ARTICLE 6 - PAYMENT

Our payments are made after reception and acceptance of the goods. Invoices must be dated the month of the reception of the order at TECHNOMARK and have to contain all the mentions planned in the commercial law. The payment is made in 45 days the month end except other agreement negotiated between the parties.

ARTICLE 7 – INTELLECTUAL PROPERTY AND MATERIALS

Cannot be reproduced in whole or in part, nor communicated with third party without its authorization:

- Drawings, plans and specifications supplied by TECHNOMARK for the execution of the orders.

These documents must be returned to TECHNOMARK in the first request, without having been copied.

They can be used only for the manufacturing of parts or sets ordered by TECHNOMARK and can be destroyed only with its agreement.

- Mold, equipment, models and other prototypes realized in whole or in part from the specifications TECHNOMARK. Tools and molds must be marked as exclusive property of TECHNOMARK. They can be destroyed only with the agreement of TECHNOMARK.

ARTICLE 8 - LAW RGPD: REGULATION GENERAL IN THE PROTECTION OF PERSONAL DATA

Technomark applies the law 2016 / 679 / EU relative to the RGPD and may thus collect personal data concerning you during the treatment of your orders. These treatments are systematically made within the framework of the execution of a contract. The addressees of your personal data are the services in charge of the marketing, of the promotion and of the administration of sales. We preserve these data during all the duration of the contract, then for statistical purposes and of archiving. According to the applicable regulations regarding personal data protection, you have a right of access, rectification, opposition, limitation of the treatment of disappearance and portability of your data which you can exercise by e-mail at the address rgpd@technomark.fr; or by mail at the address: 1 Allée du Développement, 42 350 Talaudière by specifying your name, first name, address and by joining a copy both sides of your ID card. In case of non-answer on behalf of Technomark under a legal deadline of month, you can send a complaint with the CNIL (NATIONAL COMMISSION FOR INFORMATION TECHNOLOGY AND CIVIL LIBERTIES) or with quite different competent authority.

ARTICLE 9 – QUALITY AND SUPERVISION

The supplier is responsible for the quality of products and/or services and sets up a system of control and adapted quality management. TECHNOMARK reserves the right to have the possibility to require to the supplier, before every expedition, a form of control of the goods respecting the requirements of TECHNOMARK (ex: dimensional control, ...).

The delivered goods have to be in accordance with the specifications, with the plans, and with any definition documents of the ordered goods which were put at the disposal of the supplier. No technical modification, even minor, must be made without the agreement in writing by TECHNOMARK. In particular, the supplier has to prevent us of any transfer of manufacturing, of the use of a new equipment or of a new process. We save ourselves the possibility of delegating a representative of TECHNOMARK to follow the execution of our order within the framework of the realization of the order or to take one of the serial part. A free access during the working hours and any opportunities to fill completely his mission must be assured him.

ARTICLE 10 - GUARANTEES, COMPLAINTS AND RESPONSIBILITY

The supplier guarantees to TECHNOMARK that the delivered goods or the realized service is conform to the order, to the specifications and is exempt from any vice (hidden or visible) or defect.

In case of non-compliance or vice, TECHNOMARK will have the possibility:

- * To cancel the order and obtain refund if necessary

- * To ask for the free replacement of the product by a corresponding product

- * To ask for repair of the defect at the expense of the supplier

- * To make an exceptional dispensation for minor defect

Only if the order mention other thing, the duration of the guarantee is twenty four (24) month as from the reception of products.

Any replaced, repaired or corrected part will be the object of a new warranty period of 24 months from the date of replacement, repair or correction.

ARTICLE 11 – TRANSFER TO SUBCONTRACTOR

The supplier cannot subcontract, give up or transfer to thirds all or part of an order nor change manufacturer or subcontractor without the written prior authorization of TECHNOMARK. In case of change of direct or indirect control of the supplier or the asset disposal contributing to the execution of its obligations which can cause a damage to TECHNOMARK, this one will have to request beforehand the express agreement of TECHNOMARK to pursue their commercial relation. For lack of such an agreement, TECHNOMARK reserves the right to cancel the contract and/or the order as from the realization of the operation without the supplier can claim to the payment of any compensation.

ARTICLE 12 - ENVIRONMENT

Products have to satisfy the laws, the regulations and the existing standards in the European Union regarding environmental protection. During the design of the product and his packaging and/or the choice of materials, the supplier makes a commitment to take any useful or necessary arrangement to satisfy the legal or statutory requirements regarding environmental protection.

ARTICLE 13 - CONFIDENTIALITY

The supplier makes a commitment for himself, his personal and his subcontractors to respect strict confidentiality of all the information concerning us, he would have been able to collect within the framework of his relations with TECHNOMARK. If the supplier has an agreement of confidentiality, he has to refer to it. In any case, the orders can give rise to a direct or indirect advertising with third parties, without the prior written consent of TECHNOMARK. In case of violation of the present clause, TECHNOMARK can cancel one or several current orders.

ARTICLE 14 - INSURANCE

The supplier is kept to TECHNOMARK, in his quality of specialist and professional, the obligation of advice and information. The supplier recognizes to be assured against all the risks which can arise on the occasion of the present order.

ARTICLE 15 – APPLICABLE LAW

The general conditions of purchase are submitted to the French Law.

ARTICLE 16 - DISPUTES

For any disputes concerning the present, the parts give competence in Saint Etienne's commercial court (Loire), even in case of plurality of defendants or for guarantee disputes.