



GENERAL CONDITIONS OF PURCHASE RDO SPRINGS

GES 012-01

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1. PURPOSE AND SCOPE OF APPLICATION

The purpose of these General Terms and Conditions of Purchase is to define the terms and conditions under which RDO Springs, simplified joint stock company with capital of 732,600 euros, whose registered office is located at 10 rue Benjamin Delessert in Bresles (60510), registered with the R.C.S de Beauvais under number 527 220 933 (hereinafter referred to as the "Purchaser"), entrusts the external service provider (hereinafter referred to as the "External Service Provider") with the supply of goods and equipment (hereinafter referred to as the "Goods") and/or services (hereinafter referred to as the "Services").

The result of the commercial negotiation shall give rise, where applicable, to the establishment of special terms and conditions of sale and purchase between the Parties, which shall prevail over the Buyer's General Terms and Conditions and those of the External Service Provider.

The Buyer reserves the right to modify these General Terms and Conditions of Purchase at any time. In such a case, the applicable General Terms and Conditions of Purchase will be those in force at the date of the Buyer's order.

The Purchaser and the External Service Provider will hereinafter be referred to together as the "Parts" or individually as a "Part".

2. ORDER AND ACCEPTANCE

All orders are evidenced by a dated and numbered order form issued by the Buyer. After review, the order is sent to the External Service Provider by mail, fax or any other agreed electronic means.

The order will be deemed to have been accepted by the External Service Provider when the first of the following events occurs :

- ✓ Receipt by the Purchaser of the order acknowledgement signed by the External Service Provider within a maximum of five (5) working days from the date of issue of the order ;
- ✓ The start of execution of the order by the External Service Provider.

Acceptance of the order by the External Provider, including the commencement of performance, implies its unreserved acceptance of these General Terms and Conditions of Purchase, unless otherwise specifically agreed in writing between the Parts prior to acceptance of the order.

3. PRIX, MODALITES DE FACTURATION ET DE PAIEMENT

3.1 The price of the Goods or Services is that in force on the date of the order, with reference to the External Service Provider's price list, after application of the discounts and price advantages agreed between the Parts.

Unless otherwise stipulated, the prices indicated on the order are firm and non-revisable for the duration of the contract. They do not include value-added tax. Prices are subject to prior agreement between the parts. In the



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absence of a written supply contract containing a minimum purchase obligation stipulating the conditions for maintaining the price, any change to the price must be communicated to the Purchaser in writing, subject to three (3) months' notice.

3.2 The External Service Provider undertakes to invoice for the supply of Goods and/or Services in accordance with the contractual documents and in any event not before delivery of the Goods and not before performance of the Services. If an invoicing schedule is mentioned in the order, the External Service Provider must comply with it.

Invoices issued by the External Service Provider must be sent to the Purchaser by post or e-mail, and must include the following information :

- the order number ;
- the date and number of the delivery note ;
- the detailed description of the supply as described in the order ;
- the detailed price.

3.3 Invoice payment terms will be defined in the order, it being specified that, in accordance with the law, they may under no circumstances exceed forty-five (45) days end of month or sixty (60) days invoice date. In the absence of any mention on the order, the payment term will be thirty (30) days from date of invoice.

4. DELIVERY - DEADLINES - PENALTIES FOR LATE DELIVERY

Prerequisites before delivery :

- Check the conformity of the products delivered with the order placed.
- Under no circumstances to deliver non-conforming products (or products suspected of being non-conforming) without informing the Purchaser in advance, obtaining any written agreement and identifying the products.
- Inform the Buyer without delay in the event of non-conforming products or products suspected of being non-conforming already delivered or in the process of being delivered.

All deliveries must be accompanied by a delivery note containing the following information :

- the delivery note identification number ;
- delivery date ;
- the order number ;
- designation of the supply as mentioned in the order ;
- quantity delivered and, if applicable, serial number and individual part number.

NB: for all raw material deliveries, a material certificate must be supplied.



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The Purchaser reserves the right to refuse and to return or make available, at the External Supplier's expense and risk, any supplies which have not been ordered or modified and accepted by the Purchaser.

Any supplies damaged on delivery shall be returned to the External Supplier and the External Supplier shall be responsible for transport, repair and assembly.

The deadlines agreed between the Parts are imperative and compliance with them constitutes an essential clause for the Buyer, without which it would not have entered into the contract.

The External Service Provider shall immediately inform the Purchaser in writing of any foreseeable delay in relation to the contractual deadlines, and of the measures taken to remedy the situation, all additional expenses resulting from this delay, except in cases of major force, being borne by the External Service Provider.

In the event of failure to meet contractual deadlines, the Buyer reserves the right :

- to apply, unless otherwise agreed between the Parties, ipso jure and without prior notice, late payment penalties equivalent to :
 - 1% of the order amount excluding VAT for 1 working month's delay (with a minimum of €100),
 - 3% of the order amount excluding VAT for 2 working months' delay,
 - 5% of the order amount excluding VAT for 3 working months of delay, and/or ;
- terminate the order in accordance with the terms and conditions set out in Article 13 "TERMINATION" below, without any compensation being due to the External Service Provider;
- replace the External Service Provider with any other external service provider of its choice, at the External Service Provider's expense.

These penalties do not discharge the Buyer and cannot be considered as a fixed and definitive compensation for the prejudice suffered by the Buyer. The Purchaser shall notify the External Service Provider in writing of the amount of the penalties resulting from the delay. The External Service Provider agrees that the Purchaser may, after a period of fifteen (15) calendar days from such notification, deduct the amount of such penalties from the amount due to the External Service Provider in respect of the late order, if within such period the External Service Provider has not already paid the Purchaser the amount claimed.

In the event of early delivery or excess quantity, the Purchaser reserves the right either (1) to accept the supply, or (2) to hold the supply at the External Supplier's disposal at its own risk, or (3) to return it to the External Supplier at its own cost and risk.

Failure by the External Supplier to deliver, in whole or in part, will automatically result in the Buyer retaining the price until full delivery of the products ordered, or, if the price has already been paid, in whole or in part, the immediate return of any sums paid in this respect by the Buyer to the External Supplier.

5. RECEPTION

Goods are received at the place indicated on the order.



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The Buyer shall only be deemed to have accepted goods of a quality that does not conform to the order, or in the event of shortage or damage, if he has not expressed any reservations within forty-eight (48) hours of delivery. After this period, the goods will be considered as accepted.

Rejected goods must be removed by the External Supplier, at its expense, within eight (8) days of the date of the letter of notification sent to the External Supplier. After this period, the Buyer reserves the right either to return the goods to the External Service Provider, or to store them at the External Service Provider's expense and risk. The Buyer shall then be entitled to demand, at its sole discretion, that the rejected goods be brought into conformity on the site, replaced or, where appropriate, reimbursed, without prejudice to the rights and remedies otherwise available to the Buyer.

6. COMPLIANCE WITH REGULATIONS - QUALITY OF GOODS

6.1 As part of the execution of the order, the External Service Provider guarantees the Purchaser that the supply complies with the legal and regulatory requirements in force in the country in which the Goods or Services, which are the subject of the supply, are delivered or delivered to the Purchaser, in particular with regard to safety, the environment and labor law.

The Goods and Services must also comply with the quality criteria set out in the specifications communicated by the Purchaser and with the technical specifications of the order.

The External Service Provider shall be deemed to be fully liable to the Purchaser for all the harmful consequences of any lack of conformity and quality of the Goods or Services delivered, in terms of both quality and quantity, and undertakes, consequently, to compensate the Purchaser in full for any damage that may result therefrom.

6.2 Any supply may be subject to quantitative and qualitative inspection by an expert appointed by the Purchaser, at any stage of receipt and manufacture. Any non-conformity will be the subject of a Quality Incident Form (FIQ).

6.3 The External Service Provider must be able to :

- ensure traceability of products and quantities delivered to the Buyer
- provide any waivers obtained
- keep records of our orders and required documents for an unlimited period of time
- inform our company without delay in the event of loss of validity of a certificate, accreditation or qualification applicable to the products and services supplied.
- In the case of deliveries of raw materials (special alloys) intended for the manufacture of aeronautical parts, systematically provide a declaration of product conformity in accordance with standard NF L 00 015C, which will be requested when the order is placed.
- Inform the Purchaser in the event of a change in one or more of the following points: product, material, manufacturing process, external service provider(s), or change of production site.



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- To pass on to its external service providers any applicable requirements, including those of the Purchaser's customers and any regulatory requirements.

7. WARRANTY

Independently of the legal warranties, the External Service Provider guarantees the Goods against all design, manufacturing and operating defects and against all defects in materials and component parts.

In particular, it must :

- Ensure that its personnel are aware of :
 - a. Contributing to product or service conformity,
 - b. Contribution to product safety,
 - c. The importance of compliance with Good Manufacturing Practices (GMP).
- Monitor its performance in terms of the quality of products and services supplied and the punctuality of its deliveries, and take appropriate corrective action in the event of unsatisfactory overall performance or when complaints are made by the Buyer.
- Comply with specific requirements added to the order or as part of a partnership contract (or request a modification or deletion of these when they cannot be applied).
- Take steps to prevent the use of counterfeit parts and materials (e.g. by controlling sources of supply, obtaining material certificates of origin, etc.).
- Ensure the right of access, where applicable, to the Buyer, its customers and regulatory authorities to the appropriate premises at all sites and to documented information applicable at any level of the supply chain.
- Give Buyer at least 6 months' advance notice of scheduled product supply stoppages.

Unless otherwise stipulated in the order, the warranty period is a minimum of twelve (12) months from the date of delivery. It will cover, at the Purchaser's option, (1) any repair or replacement of the Goods or correction of the Service, and (2) reimbursement of the Goods or Service. The warranty covers parts, labor, transportation and travel.

The present warranty clause is without prejudice to compensation for damage suffered by the Buyer.

Unless otherwise stipulated in the order, replacements or repairs to the supply under the warranties provided for in this article must be carried out within a maximum period of forty-five (45) days from written notification by the Purchaser of the defect or malfunction.

Any replaced or repaired goods or corrected services will be guaranteed, under the same conditions as above, for a minimum period of twelve (12) months.

8. RESPONSIBILITY - INSURANCE

8.1 The External Service Provider undertakes to indemnify the Purchaser :

- for any bodily injury, material or immaterial damage suffered as a result of partial or total non-performance or improper performance of the contract for any reason attributable to it ;



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- any loss or damage, whether physical, material or immaterial, resulting from the acts or omissions of the External Service Provider, which may be suffered by the Purchaser, its personnel or third parties, or by their property, either during or after the performance of the present contract.

The External Service Provider's liability includes that of its subcontractors, servants and agents.

The aforementioned indemnification extends, where applicable, to costs and consequential penalties in the event of legal proceedings.

8.2 The External Service Provider undertakes to take out and maintain the necessary insurance cover up to an amount corresponding to the risks and liabilities incumbent upon it both under ordinary law and under its contractual commitments. In this respect, the External Service Provider must provide proof, at the Purchaser's first request, of the validity of the insurance policies it has taken out, by producing certificates issued by its insurers, stating the nature and amount of the cover granted. In addition, the External Service Provider must provide proof of payment of its premiums and annual certificates of renewal of cover at the next due date, for as long as its contractual obligations remain in force.

In the event of insufficient coverage, the Purchaser may require the External Service Provider to take out additional cover, at the External Service Provider's expense.

8.3 Neither the inspections carried out by the Purchaser during manufacture, installation or commissioning, nor the provision of insurance certificates by the External Supplier, nor the content of the insurance policies taken out, shall limit the External Supplier's liability to the Purchaser.

9. TRANSFER OF OWNERSHIP AND RISK

Ownership and the risk of loss and deterioration of the Goods and/or the result of the Services will be transferred to the Purchaser on the date of their delivery to the place indicated on the order, after their verification and acceptance by the Purchaser.

10. TRANSPORT AND PACKAGING

Unless otherwise stipulated in writing on the order, the packaging, transport and insurance of the goods are borne by the External Service Provider until their receipt. In all circumstances and regardless of the transfer of ownership, the goods travel at the risk of the External Service Provider until their receipt.

Unless otherwise specified, the External Service Provider must ensure the protection of the goods by means of packaging adapted to the handling, transport and storage conditions of the ordered goods.

The Buyer may determine and require packaging that he has defined. A summary document of the packaging, labeling and logistics conditions may also be defined with the External Service Provider who undertakes to implement it.

Any damage to the supply resulting from unsuitable or improper packaging will be the responsibility of the External Service Provider.



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11. MAJOR FORCE

Each Party must notify the other Part immediately with confirmation by written notification no later than five (5) calendar days of the occurrence of a case of force majeure preventing it from performing its contractual obligations.

Obligations whose execution is made impossible by the occurrence of a force majeure event will be suspended for the duration of this event.

The Part invoking force majeure undertakes to take all measures to limit the harmful consequences of this event for the other Part. For the application of this clause, only an event meeting all of the following conditions may be considered as constituting a case of major force :

- This event must be irresistible, unpredictable, and totally independent of the will of the Parts ;
- Following this event, the Party invoking the case of force majeure found itself unable to exercise its contractual obligations.

The External Service Provider may only invoke delays from its own external service providers or subcontractors when the cause of these delays can be considered as a case of force majeure in application of this clause.

12. INDUSTRIAL AND INTELLECTUAL PROPERTY – CONFIDENTIALITY

All tools, models, materials, plans, sketches, plans, technical specifications and other information paid for or given by the Buyer to the External Service Provider as part of the order remain at all times the property of the Buyer and do not may be used by the External Service Provider only for the purposes of fulfilling the order.

The External Service Provider must keep documents and other information confidential and must be able to return them to the Buyer in good working order upon simple request.

The External Service Provider must take care to avoid any disclosure detrimental to the interests of the Buyer. Under no circumstances and in any form, except with the prior written agreement of the Buyer, may the order give rise to direct or indirect advertising by the External Service Provider.

Inventions, patents, designs, brands and models and, more generally, any industrial property rights likely to be generated by the execution of the order, will be exclusively the property of the Buyer. In the event of non-compliance with these obligations by the External Service Provider, the Buyer reserves the right to automatically terminate any order in progress without compensation, without prejudice to the rights and remedies available to the Buyer by elsewhere.



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13. TERMINATION

Each Part may automatically terminate all or part of the order with immediate effect in the following cases :

- in the event of non-performance by the other Part of any of its contractual obligations ;
- in the event of initiation of safeguard, recovery or judicial liquidation proceedings of the other Party, subject to applicable public policy provisions ;
- in the event of the occurrence of a force majeure event whose duration exceeds one (1) month from its notification by one of the Parties to the other.

14. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

The law applicable to the order is French law.

Any dispute relating to the formation, validity, interpretation, execution or termination of the order will be subject to the exclusive jurisdiction of the Courts of Beauvais, notwithstanding multiple defendants or warranty claims. However, the Parts may, by mutual agreement, agree, before any referral to the Court, to resort to mediation.

The application to the order of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna is expressly excluded.

15. INFORMATION RELATING TO THE GDPR

Following the implementation on 05/25/2018 of the EU general data protection regulations (GDPR), we inform you that in the context of our commercial relations, certain data are necessary to guarantee the execution contracts for our company with our partners. They are used for order management, statistics, quality controls, invoicing in accordance with civil, tax or accounting laws and in all cases only for purposes linked solely to the economic activity of our company.

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