

1. FOREWORD

THESE GENERAL CONDITIONS OF PURCHASE DEFINE ARLINGTON FLEET FRANCE'S EXPECTATIONS REGARDING THE CONDITIONS OF PURCHASE OF PRODUCTS AND / OR SERVICES. THEY ARE PROPOSED IN THE FRAMEWORK OF NEGOTIATIONS WITH THE SUPPLIER IN ORDER TO SET THE CONDITIONS AND MODALITIES THAT WILL GOVERN ORDERS FROM THE ARLINGTON FLEET FRANCE COMPANY. THEY CONSTITUTE A CONTRACTUAL DOCUMENT WHEN ACCEPTED BY THE SUPPLIER EITHER AS IS OR COMPLETED OR AMENDED BY BOTH PARTIES.

2. DEFINITIONS

Buyer: ARLINGTON FLEET FRANCE company issuing the Order.

Order: paper or electronic document by which the Purchaser orders the supply to the Supplier.

Contract: sales contract by which the Supplier commits to sell the Supply(s) to the Buyer.

Declaration of conformity: Document submitted by the Supplier, under its responsibility, declaring the compliance of the Supply with the standards in force as well as all other applicable rules.

Supplier: Natural or legal person to whom the Order is addressed.

Supply: Products and/or services, subject of the Order.

Parties: The Purchaser and the Supplier.

Site: the establishment of the Purchaser or of a third party concerned by the delivery of the Supplies and mentioned in the Order.

3. CONTRACTUAL DOCUMENTS

An Order is the subject of a written document (as are any modifications concerning it) and gives rise to the issuance of a purchase order. ARLINGTON FLEET FRANCE is only bound by orders transmitted by a Buyer.

4. ACKNOWLEDGEMENT OF RECEIPT

Orders are governed by the provisions of these general purchasing conditions as soon as they are accepted by the Supplier, either as is, or supplemented or modified by an amendment signed by all Parties.

An Order is defined as accepted upon receipt, by the Buyer, of an acknowledgment of receipt attached to the order form, without any modification or erasure, dated and bearing the Supplier's commercial stamp. Any other document attached to this acknowledgment of receipt will be deemed void and unwritten.

The Buyer is entitled to modify or cancel any Order not accepted by the Supplier under the same communication conditions.

5. DEADLINES

The deadlines agreed between the Parties are imperative. Their compliance constitutes for the Buyer an essential clause of this Order.

The Supplier is informed that any delay may consequently result in late payment penalties to the detriment of the Buyer and its customer commitments. The Supplier must assume the consequences, particularly financial.

The Supplier must immediately inform the Buyer of any delay, whatever the reason, occurring during execution of the Order, in writing, specifying its probable duration and its consequences on delivery times.

This deadline constituting a strict deadline and an essential and determining condition of the Buyer's consent, the Supplier will be entirely responsible for any delay in delivery except in cases of force majeure. The Buyer may then:

- Apply, unless otherwise agreed in a document signed by the Parties, as of right late penalties equivalent to 0.5% of the amount excluding VAT of the Order concerned per calendar day of delay, these penalties being capped at 15% of the amount Excl. VAT of the Order and/or;
- And/or terminate the Order without any compensation being due to the Supplier.

These sums are due without the need for formal notice and will be paid in the form of a credit or in the event of termination of commercial relations by payment of the sums to the Buyer's account.

In the event of early delivery or excess quantity, the Buyer reserves the right either:

- To accept the Supply, or;
- To keep the Supply available to the Supplier at its own risk, or;
- To return it to him at his own expense, risk, and peril.

6. SUPPLYING

6.1. Packaging

Packaging will be carried out in accordance with the contractual documents, regulations, and standards in force. They must include instructions if necessary and ensure sufficient protection so that the Supply does not suffer any damage during transport and/or storage.

Any Supply damaged during delivery will be returned to the Supplier and transport, repair, assembly, and possible testing will be the responsibility of the Supplier.

Invoicing for packaging will only be accepted if it is expressly provided for in the Order.

6.2. Shipment

Unless otherwise indicated in the Order, shipments are DAP to the Buyer's address.

Deliveries must be made to the address indicated on the Order. The goods must be provided with labels bearing the Buyer's order number, the name of the Supplier, the description of the articles, the quantity, and the batch number of the Supplier.

All shipments must be accompanied by a delivery slip affixed to the outside of the package specifying:

- Identification number of the delivery slip;
- Order;
- Order item number;
- Reference of the Supply;
- Description of the Supply as mentioned in the Order;
- Declaration of conformity, if applicable;
- Quantity delivered and, where applicable, serial number and individual number of the products/parts;
- If applicable, the number of packages;
- The possible exemption number(s);
- If applicable, a customs document and a transport document complying with the regulations in force, as well as all other documents required for customs clearance operations in the context of imports.

6.3. Reception

No reception can be considered as tacitly given. Unless otherwise agreed between the Parties, receipt, acceptance, or verification of conformity of the Supply must be carried out within thirty (30) days of delivery.

In the event of a Supply not in compliance with the contractual documents, the Buyer will inform the Supplier to enable the latter to control this non-compliance within ten (10) calendar days of the notification made by the Buyer. If within this period the Supplier does not check this non-compliance or does not contest it, the Buyer reserves the right, at its choice:

- To accept the Supply as is, in particular in return for a price reduction defined by mutual agreement;
- To accept it after corrective action at the Supplier's expense, carried out either by the Supplier itself, or by the Buyer or a third party designated by him;

- To refuse it by making it available to the Supplier for collection by the latter at its own expense and risk within fifteen (15) calendar days after the date of notification of non-compliance by the Buyer;
- To refuse it and return it to the Supplier, at the latter's expense and risk, within fifteen (15) calendar days after the date of notification of non-compliance made by the Buyer.

The non-compliant Supply refused by the Buyer will be deemed undelivered and will give rise to the application of the penalties provided for in the article "Deadlines" above, without prejudice to the right of the Buyer to claim damages. for the damage suffered because of non-compliance and/or to terminate the Order.

Acceptance of the Supply entails the obligation to pay the Supplier. It is carried out at the location 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 Buyer, the Supplier must take all measures to remove the refused products at its own expense within a maximum period of 8 working days from notification of the refusal, respecting the opening hours of the Buyer's stores.

7. SOURCING PRICE

Unless otherwise agreed, the price of the Order is firm and non-revisable. Any packaging instructions or services must, to be accepted by the Buyer, be indicated on the Supplier's delivery slips. No additional costs, expenses or fees of any kind will be applied, unless expressly agreed between the Parties.

Orders do not give rise to any systematic payment of advances (neither deposits nor deposits), unless expressly stipulated in the order or in the special conditions.

8. INVOICING & PAYMENT

The Supplier undertakes to invoice the Supply in accordance with the contractual documents and in any event not before delivery of the products, and not before completion of the services. If an invoicing schedule agreed between the Parties is mentioned in the Order, the Supplier must comply with it.

Any invoice will be drawn up by the Supplier and must include all the information provided for in Article L. 441-3 of the Commercial Code as well as the following elements:

- The Order reference as indicated on said Order (only one Order number per invoice);
- The detailed description of the Supply as described in the Order;
- The bank details of the account on which the payment must be made;
- The contact details (name, telephone and email) of a correspondent to contact in the event of a complaint relating to the invoice;
- The date and number of the delivery slip or the receipt report or the work report or any other fact generating invoicing as provided for in the Order.

Payment of invoices takes place, unless otherwise stipulated, forty-five (45) days at the end of the month, by bank transfer.

The Supplier expressly authorizes the Buyer to offset the sums owed by the Buyer or any assignee of the invoices and those owed by the Supplier, for whatever reason.

If penalties could be applied by the Supplier for late payment, these will be limited to an amount equivalent to three times the legal interest rate in force.

9. QUALITY INSURANCE

Before any start of execution of the Order, the Supplier undertakes to justify the subscription of a civil liability insurance policy covering the responsibilities it incurs because of the execution of

this contract for all material damage, corporeal, or immaterial.

To this end, he will provide the **Buyer** with the civil and professional insurance certificates, duly completed, and signed by his insurer, upon the latter's first request. The issuance of the insurance certificates does not in any way constitute on the part of the Buyer any recognition of limitation of liability of the **Supplier** towards it.

The **Supplier** undertakes, upon request from the **Buyer**, to communicate to it all the elements enabling it 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, serial or batch numbers.

10. CONFORMITY

The **Supplier** undertakes to ensure compliance of its services and the equipment and materials supplied with the standards in force at the time of the **Order** and the service/delivery ("supply"). It is its responsibility to identify all applicable standards and regulations depending on the nature of the Order and the **Buyer's** field of activity.

The **Supplier** undertakes to provide the **Buyer** with the **Declarations of Conformity** and, more broadly, all the documentation to ensure the traceability of interventions and supplies.

11. SUPPLIER RESPONSABILITIES

The **Supplier** undertakes to fully respect the obligations stipulated in the specifications, the specifications of the product or the packaging(s) subject to the **Order**. The subcontracting of all or part of the **Order** must have received the prior written approval of the Buyer. The Supplier undertakes to ensure compliance with these General Conditions by its approved subcontractors.

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, risk, and peril, without being able to claim any compensation or indemnity from the **Buyer**. The **Buyer** reserves a period of 30 days after delivery to make 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 defects which remain the responsibility of the **Supplier** (articles 1641 et seq. of the Civil Code). The **Supplier** undertakes to meet the legal and regulatory obligations in force concerning the packaging and labelling of the materials or packaging delivered under the **Order**. He will inform the **Buyer** of the specific storage conditions necessary for their proper conservation.

12. WARRANTY

The **Supplier** guarantees that the **Supply** conforms to the description in the contractual documents. The conformity of the **Supplies** also includes the quantities, as well as all the points as defined in the specifications and/or the order form.

Regardless of the specific conditions specified in the **Order**, the **Supplier** must, as part of the guarantee 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 without any cost for the **Buyer**, and with the prior written agreement of the latter.

Unless otherwise agreed between the Parties, the duration of the warranty is two (2) years from the date of the Report of final receipt of the **Supply**. It will cover:

- Any repair or replacement of the product or correction of the service or;
- Reimbursement of the product or service (except in the case where the Supplier is single source).

The warranty covers parts, labour, transportation, and travel included. It also includes costs for dismantling, handling, customs, and reassembly of parts.

Any replaced or repaired product or any corrected service will be guaranteed, under the same conditions as above, until the expiration of the warranty period and at least for a period of six (6) months from the intervention.

13. FORCE MAJEURE

In the event of force majeure, the **Parties** cannot be considered responsible or having failed in their contractual obligations. The affected **Party** must notify the other Party by written notification as soon as possible and at the latest within five (5) calendar days of the occurrence of a force majeure event preventing it from performing its obligations under the contractual documents.

For the application of this clause, an event constitutes a case of force majeure if it meets all the following conditions:

- Must escape the control of the Party invoking it;
- Could not have been reasonably foreseen when the **Order** was issued;
- The effects of this event cannot be avoided by appropriate measures;
- Prevents the execution by the **Party** invoking it of its obligation.

The **Party** invoking force majeure undertakes to take all measures to limit the harmful consequences of this event for the other **Party**. The two **Parties** will then agree on the conditions under which execution of the **Order** will be continued.

14. INDUSTRIAL PROPERTY RIGHTS

In terms of patents or licenses, the rights to which the raw materials and packaging used may give rise are the exclusive responsibility of the **Supplier**.

The **Supplier** guarantees that the use of the **Supplies**, objects of the order, do not infringe the rights of third parties and that no dispute is pending regarding the use thereof.

The **Supplier** will be responsible for all infringement or other actions which may be brought in relation to the **Supplies** delivered. If applicable, it will reimburse the sums which will be exposed to oppose the actions directed against the **Buyer**.

15. CONFIDENTIALITY

The Information is Confidential without it being necessary for the Buyer to specify it or mark its confidential nature. The **Supplier** is required to respect the obligation of "Professional Confidentiality" and is therefore prohibited from communicating to anyone, without the prior written consent of the **Buyer**, all or part of the information and technical and commercial information collected at the occasion of the execution of the Order and relating to the activity of the **Buyer**.

16. TRANSFER OF OWNERSHIP

Unless otherwise stipulated in the specific conditions of an order, the transfer of ownership and risks takes place upon receipt of the **Supplies**, deemed to be good and complete.

The **Buyer** rejects any retention of title clause that he has not expressly accepted beforehand in writing.

17. APPLICABLE LAW – JURISDICTION

All disputes relating to the execution or interpretation of our orders fall within the jurisdiction of the Courts located in Lille, FRANCE. These general conditions of purchase and the **Orders** under which they are placed are governed by French law.