

# General Conditions of Purchase

These terms and conditions shall apply to the purchase order to which they are attached notwithstanding any different conditions that may be contained on supplier's documents. Acceptance of the purchase order includes acceptance of these terms and conditions.

## Acknowledgement of receipt

Each order and amendment must be accepted in writing by the supplier within eight days.

## Delivery delays

If no late delivery penalties are stated in the purchase order when ordering, we reserve the right to ask, in the common law conditions, damages and interests for the damage possibly suffered by us due to a delay.

If the delivery delay obliges us to demand partial deliveries or if we have to use faster and more expensive transportation means than the ones originally forecast, additional expenses resulting from it shall be supported by the supplier.

## Order cancellation

We reserve the right to cancel all or part of the order:

- 1) if the Supply become useless, with payment of the proven direct costs reasonably incurred
- 2) in the event of Supplier's breach of the order or if the supplier becomes insolvent or in bankruptcy, we shall have the right to terminate the order without any obligation.

## Goods sending

Unless otherwise stated, they have to be addressed to our warehouses located Rue de l'embarcadère 03600 COMMENTRY (France)  
For the supplies accepted at an « EXW » price and without any special instructions, the shipment shall have to be performed in "FREIGHT COLLECT" AT THE LOWEST RATE, by mail, road or train, chosen by the supplier, and according to the dispatched weight. All the parcels have to carry a packing list compulsorily showing the references of our order.

## Patterns and tools

Samples, gauges, tools or other equipments made available to our suppliers, will be given back to us when our order is settled.  
Foundry patterns, either supplied by us or built by the supplier, will be kept and maintained by the supplier, according to the usual rules in the foundry industry, and to the specific contracts conventions. They will be returned only if we ask for.

## Reject

In case of reject, without prejudice to any other rights, we reserve the right to:

- . either cancel the order,
- . or request the replacement by the supplier of the rejected or defective material,

Supplier shall not sub-contract or transfer the order or any parts thereof without our prior written approval.

## Accomplishment for third parties

It is strictly forbidden to use drawings enclosed to our orders to manufacture, without our approval, pieces meant for other customers than ourselves.

We reserve the right to cancel our orders or any other commitment taken for orders to come if the subcontractor would break the above-mentioned rule, this regardless of the proceedings that such a situation could force us to commit.

## Guarantee

Delivered materials, products and equipments will have to comply with defined demands (qualities, quantities, tolerances, purposes) by our specifications, standards or proposals of the supplier. In case of breach of this obligation, the supplier could be contractually held responsible.

## Insurance

When delivery conditions leave all or part of transportation risks dependent on us (EXW, FOB, carriage paid until the border...), we will have to be informed of the expected shipping date and of the goods value to be shipped, so that we can take out insurance policies, if necessary.

## Works

All the works we ask to third parties to complete inside our factories or in their surroundings will be subjected to a regulation included in a general instruction.

In case it would not possess it, the third party holding the order will have to demand this instruction, a business contract being indeed only reputed concluded with the full knowledge of the acceptance of each of the clauses of the aforesaid instruction.

## Advertising

Our orders cannot lead to a direct or indirect advertising without our written approval.

## Invoices

Every delivery has to be subjected to an invoice (make one invoice per order) in duplicate.

The invoice reminding our purchase order number has to mention « to be paid », markings, net and gross weights of the parcels, matching drawings and patterns numbers as well as the shipping place of the goods.

## Payment

Unless otherwise specifically mentioned in the order, payments are to be settled by check or by draft at 45 days end of month of receiving goods and invoice, agio costs at your expenses. In case of settlement by draft, these last ones have to be compulsorily presented to us for approval, before being put in circulation. None non-accepted and non-domiciled draft by us will be paid.

## Jurisdiction

For all disagreements, it is done assignment of jurisdiction at the Montlucon Commercial Court.