

## **C-Itech SAS - General Terms and Conditions of Purchase**

### **1. Application Conditions**

These General Terms and Conditions of Purchase (hereinafter referred to as the "GTC") apply without restriction or reservation to any order (product or service) placed by C-Itech SAS with the supplier (hereinafter referred to as the "Supplier"). By accepting this document, the Supplier expressly acknowledges having read and accepted the GTC. In the event of any contradiction with the Supplier's general terms and conditions of sale, the terms and conditions of these GTC shall prevail.

Any deviation from the GTC must be formally agreed upon in writing, signed in advance by both C-Itech SAS and the Supplier. These GTC are applicable from the date of order acceptance until its execution.

C-Itech SAS may modify these GTC at any time, subject to a two (2) month notice period, except in cases where changes are mandated by law and/or regulations, in which case they will take effect immediately upon written notification via registered mail with acknowledgment of receipt.

### **2. Offer**

**2.1** The offer must be issued and submitted free of charge to C-Itech SAS. Likewise, the Supplier shall provide any additional information requested by C-Itech SAS within a reasonable period. The offer must comply with the call for tenders. Any deviation must be clearly indicated in writing by the Supplier.

**2.2** The validity period of the offer must be specified.

**2.3** A request for pricing and an offer do not constitute a contractual commitment.

### **3. Order – Acceptance – Execution – Subcontracting**

**3.1** An order is only valid if sent in writing and duly signed by an authorized representative of C-Itech SAS. Oral modifications are only valid if confirmed in writing. Any forecasts provided by C-Itech SAS (e.g., quantity or volume of goods negotiated) are purely informational and do not constitute an order.

**3.2** The Supplier must confirm the order in writing within three (3) working days of receipt, either by post, express mail, fax, or email. The confirmation must fully comply with the order.

**3.3** The execution of an order by the Supplier must be carried out according to professional standards and may only be subcontracted with the prior written agreement of C-Itech SAS.

**3.4** In the event of the Supplier's failure to fulfill the contract, C-Itech SAS reserves the right to engage another supplier. The Supplier shall bear all costs and risks associated with the replacement.

#### **4. Prices**

**4.1** Unless otherwise agreed in writing by C-Itech SAS, prices indicated are firm and final for the duration of the order execution. Prices are exclusive of taxes and include all incidental costs such as transportation, insurance, packaging, loading, unloading, customs clearance, etc.

**4.2** If prices have not been agreed upon, particularly in urgent cases, the Supplier must align its prices with those commonly practiced in its industry sector.

**4.3** The agreed price must include execution plans, samples, instructions, maintenance guidelines, spare parts lists, and all necessary documentation requested by C-Itech SAS.

#### **5. Transport – Risk Transfer – Ownership Transfer – Insurance**

**5.1** Unless otherwise agreed, the Supplier assumes all transportation and delivery risks. Risk and ownership transfer occurs upon receipt of the goods at the agreed location or, failing that, at C-Itech SAS's address indicated on the order. For ancillary works (assembly, adjustments, testing, etc.), the Supplier retains responsibility for risks until acceptance of the works.

**5.2** The Supplier is responsible for damages or losses and must have adequate insurance. Upon request, the Supplier must provide appropriate insurance certificates to C-Itech SAS within ten (10) days.

**5.3** Any materials, tools, or documents provided by C-Itech SAS remain its property. The Supplier shall handle them with care and ensure necessary protection at its own expense.

**5.4** The Supplier guarantees C-Itech SAS against all eviction risks.

#### **6. Delivery – Packaging – Delays – Defects**

**6.1** The Supplier must deliver the ordered goods at the date and location specified in the order or, failing that, at C-Itech SAS's address, during working hours.

**6.2** Each delivery must include a delivery note mentioning the C-Itech SAS order number and article reference.

**6.3** The Supplier must ensure appropriate packaging based on the nature of the goods, transport mode, and applicable regulations.

**6.4** C-Itech SAS reserves the right to return packaging at the Supplier's expense in case of defects or delays.

**6.5** If the delivery or service execution date is not met, the Supplier will be notified of default as soon as the initially agreed date is reached, unless an extension is agreed upon in writing.

**6.6** In case of delay, C-Itech SAS reserves the right to charge penalties of 0.5% of the total order amount per day of delay, with a minimum of €150 per day. C-Itech SAS may also enforce the termination clause.

**6.7** The SUPPLIER may not bring forward the delivery date or the execution of the work, nor carry it out partially, without the prior written consent of C-Itech SAS. However, C-Itech SAS may postpone this date within a period of 6 months, without compensation to the SUPPLIER for any resulting costs.

**6.8** Any delivery of defective goods or goods that do not comply with the order specifications, any service that does not conform to the order, as well as any defective packaging or packaging that does not comply with the nature or mode of transport of the goods and applicable legislation, shall be subject to written notice from C-Itech SAS to the SUPPLIER. The latter shall then be required to inspect the defect or non-compliance and to take back the goods and packaging at its own cost, risk, and liability, or to carry out corrective services. If applicable, C-Itech SAS reserves the right to return defective or non-compliant goods as well as excess goods and goods with defective or non-compliant packaging, at the expense, risk, and liability of the SUPPLIER.

## **7. Reception – Inspection**

**7.1** The verification and acknowledgment of goods and services corresponding to the order are carried out at C-Itech SAS premises after their receipt, regardless of the mode of delivery and purchasing conditions (even if the goods are invoiced "ex works SUPPLIER") during working days and hours of C-Itech SAS. No goods or services will be accepted outside of these hours.

**7.2** The signing of a delivery note or slip cannot in any way be considered as acceptance of the goods. In the event of goods that do not conform to the order specifications, the SUPPLIER will be notified of the reason for refusal, and the goods will be held at C-Itech SAS premises. However, C-Itech SAS may require the SUPPLIER to inspect the non-conformity, and it reserves the right to return the goods at the expense, risk, and liability of the SUPPLIER.

**7.3** C-Itech SAS may partially accept goods or services if they do not fully meet the expressed request.

**7.4** C-Itech SAS may carry out an acceptance with reservations if the goods or services do not exactly meet the requested specifications.

**7.5** C-Itech SAS may postpone acceptance if inspection conditions are not met.

**7.6** C-Itech SAS reserves the right to accept with price reduction if certain characteristics of the goods or services do not conform to the contract.

**7.7** In the event of a disagreement with the SUPPLIER or if the latter fails to comply, C-Itech SAS may conduct an expert assessment to establish a non-conformity report. In this case, after notification by registered letter of the rejection notice, the goods will be held at C-Itech SAS premises for eight days. After this period, C-Itech SAS reserves the right to appoint a custodian for the goods through summary proceedings, with all associated costs borne by the SUPPLIER. In such a case, the corresponding order shall be automatically terminated.

**7.8** The buyer is authorized to monitor the progress of services without modifying or reducing the contractual obligations of the SUPPLIER.

## **8. Plans, Instructions, and Other Documents**

**8.1** When the order concerns goods, equipment, or services to be performed, the SUPPLIER shall submit execution plans and drawings and/or samples of the ordered item to C-Itech SAS for approval before production begins. The approval of plans and/or samples by C-Itech SAS shall in no way reduce the responsibility and guarantees of the SUPPLIER.

**8.2** The SUPPLIER shall provide C-Itech SAS, no later than at the time of delivery, in addition to the goods, the final execution plans and drawings, the product specification and safety data sheet in French or, failing that, in English, the samples, the operating, maintenance, and servicing instructions, the list of spare parts required for effective maintenance, as well as all certificates and other documents required by the applicable legislation.

## **9. Invoicing – VAT – Declaration of Goods Origin – Payment – Compensation – Advance Payment – Assignment of Receivables**

**9.1** Each delivery must be subject to a separate invoice, which must include the order number and C-Itech SAS references. Invoices that do not include these references will be returned by C-Itech SAS to the SUPPLIER.

**9.2** The SUPPLIER commits to indicating the origin and customs classification of the delivered goods on all invoices.

**9.3** Unless otherwise agreed, payment will be made net by bank transfer within 45 days end of month from the receipt of the invoice, but not before the receipt of the goods, items, or services.

**9.4** C-Itech SAS reserves the right to offset reciprocal claims.

**9.5** In the event of an advance payment, C-Itech SAS may require the SUPPLIER to provide an adequate guarantee (e.g., bank guarantee).

**9.6** C-Itech SAS will not accept any assignment of receivables by the SUPPLIER to a third party without prior written consent.

## **10. Warranties**

**10.1** The execution of the order shall be carried out by the SUPPLIER under its sole direction and responsibility. The SUPPLIER must draw C-ITECH SAS's attention to any elements that may hinder the proper execution of the order, including by providing C-ITECH SAS with all relevant information at any time.

**10.2** The SUPPLIER guarantees the goods or services against any design, manufacturing, material, or usage defects, as well as their compliance with public law requirements and applicable technical regulations, for a period of 60 months from commissioning or receipt. For perishable products, the warranty shall apply until their expiration date.

In particular, the SUPPLIER guarantees that the delivered item is suitable for the intended use as specified in the order, has no defect that would reduce its value or usability in the expected application, and meets the required performance standards. Any statutory warranties remain applicable.

**10.3** If, during the warranty period, any or all of the delivery fails to meet the above guarantees, C-ITECH SAS shall notify the SUPPLIER in writing (e.g., by mail or email). The SUPPLIER shall then be required to rectify or have the defects rectified at its own expense, risk, and liability. If the SUPPLIER is unable to eliminate the defects within the agreed timeframe, C-ITECH SAS shall be entitled to remedy the defects, have them remedied, or replace the defective goods at the SUPPLIER's expense, risk, and liability.

The warranty period shall be extended by the time required to eliminate the defects.

**10.4** The same warranty provisions shall apply to replacement goods, spare parts, and repair work, regardless of when they are performed, whether during or after the warranty period.

**10.5** The SUPPLIER guarantees the services of any subcontractors as if they were its own. The SUPPLIER shall, at its own expense, defend C-ITECH SAS against any claim or liability action, particularly product liability claims, brought by third parties due to any defect listed above, and shall indemnify C-ITECH SAS for any damages related to such claims or actions.

**10.6** The SUPPLIER guarantees C-ITECH SAS against any hidden defects in the subject matter of the contract.

## **11. Environment – Health & Workplace Safety**

**11.1** When performing services on the premises of C-ITECH SAS, the SUPPLIER shall comply with all prescribed safety measures, instructions, and other applicable regulations.

**11.2** The SUPPLIER shall be responsible for the safety of its personnel. It shall provide its personnel with all necessary equipment to ensure their safety under all circumstances and shall take all necessary precautions to prevent fire hazards and environmental damage (air, water, or soil contamination).

**11.3** The SUPPLIER shall manage its personnel in a professional manner, in accordance with professional ethics, and in compliance with labor laws as well as the Universal Declaration of Human Rights.

**11.4** The SUPPLIER guarantees that the execution of the order, the delivered goods, and their transportation will comply with all applicable legal and regulatory requirements regarding hygiene, safety, and environmental protection, particularly those in force in France, transit countries, and the place of delivery. The services provided must also adhere to these same requirements.

**11.5** The SUPPLIER shall actively cooperate with C-ITECH SAS within the framework of its purchasing policy and supply chain security to ensure the quality and legal compliance of the supplied products.

## **12. Intellectual Property Rights**

**12.1** The SUPPLIER guarantees that the supplied products do not infringe upon or violate any existing third-party intellectual and/or industrial property rights. The SUPPLIER agrees to indemnify and defend, at its own expense, C-ITECH SAS against any claims, whether amicable, judicial, or arbitral, made by a third party alleging that the products supplied to C-ITECH SAS violate any of their intellectual and/or industrial property rights.

**12.2** All data, drawings, diagrams, execution plans, principles, tools, and other information provided by C-ITECH SAS to the SUPPLIER for the execution of the order shall not be used for any other purpose, nor reproduced or disclosed to third parties. C-ITECH SAS shall retain ownership of all related copyright. Upon request, or without request if the contract is terminated, the SUPPLIER shall immediately return all documents, including copied notes and photocopies, to C-ITECH SAS or confirm their destruction in writing. The SUPPLIER is expressly prohibited from supplying third parties with parts based on drawings, models, and tools belonging to C-ITECH SAS.

### **13. Confidentiality**

**13.1** The SUPPLIER agrees, for a period of 20 years, to treat as confidential any order or resulting delivery and may not mention C-ITECH SAS in its references to third parties without the prior written consent of C-ITECH SAS.

Failing this, the SUPPLIER shall be liable to pay 50% of the average annual turnover generated by C-ITECH SAS as a penalty clause. C-ITECH SAS reserves the right to demand the immediate cessation of the breach as well as related damages and compensation.

**13.2** C-ITECH SAS undertakes to treat as confidential any documentation provided by the SUPPLIER and its subcontractors, who shall retain ownership of the related copyright.

**13.3** Upon first request, the SUPPLIER shall return to C-ITECH SAS any documents that the latter may require. Additionally, the SUPPLIER commits to destroying, upon request, any document in its possession that was provided by C-ITECH SAS or that it copied by any means.

### **14. Inspection Visits**

**14.1** C-ITECH SAS may conduct visits and audits of the SUPPLIER at any time, subject to prior notice.

**14.2** The SUPPLIER undertakes to provide C-ITECH SAS with all relevant information regarding the progress of work and the execution of the order.

### **15. Termination**

**15.1** C-ITECH SAS may terminate the contract with immediate effect and refuse delivery without compensation, particularly in the following cases:

- In the event of gross misconduct;
- In the event of a breach by the SUPPLIER of the provisions and conditions of these general terms, and if such breach is not remedied within seven (7) calendar days following notification of the breach;
- If the SUPPLIER is one month late in executing the delivery or warranty services, or, in the case of a non-fixed deadline, if an additional granted period is not respected;
- If it becomes apparent before the delivery deadline that the SUPPLIER is so delayed that it will be unable to meet the execution date or that the ordered item will not comply with the order;
- In the event of the SUPPLIER's insolvency or bankruptcy.

**15.2** In the event of collective proceedings against the SUPPLIER, if the company's recovery is declared, the SUPPLIER agrees to provide C-ITECH SAS with a copy of the recovery judgment. If

this copy is not provided, or if the C-ITECH SAS contract is not maintained, the contract shall be automatically terminated.

**15.3** C-ITECH SAS retains its rights to claim damages where applicable.

## **16. Force Majeure**

**16.1** Neither Party shall be liable or deemed to have failed in fulfilling any or all of its obligations under the order if such failure is due to a force majeure event.

**16.2** The Party invoking force majeure shall notify the other Party within eight (8) calendar days of the occurrence of the event, its expected duration, its foreseeable consequences, and its cessation. The Party shall make all reasonable efforts to limit its impact.

**16.3** The execution of the order shall resume as soon as the force majeure event ceases. If the suspension of the order exceeds thirty (30) days, the Parties shall discuss the conditions for terminating the order or, if possible, agree on a new execution deadline.

In the absence of an agreement, C-ITECH SAS reserves the right to unilaterally terminate the contract.

## **17. Applicable Law**

**17.1** The contract is governed by French law. The language of the contract is French.

**17.2** In the event of a dispute, the competent court shall be the Commercial Court of Chartres, including in cases of warranty claims or multiple defendants.

## **18. Assignability of the Contract**

**18.1** In the event of contract assignment, a written agreement must be formalized between the duly authorized representatives of both parties.

**Read and approved by the SUPPLIER:**

**Place and date:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Name of Signatory & Signature(s):** \_\_\_\_\_