

## **CONDITIONS GENERALES D'ACHATS - JURID03 indice F2019 - Page 3 sur 4**

### **GENERAL TERMS AND CONDITIONS OF PURCHASE - JURID03 index F2019**

#### **1 GENERAL PROVISIONS**

1.1 - These general terms and conditions of purchase form the basis of any proposed purchase made by the BESTONE Company from its Suppliers, and serve to set forth the conditions governing the relationship between purchasing and sales operations which are applicable between BESTONE and its Suppliers.

#### **2. OBLIGATIONS RESULTING FROM THE CONTRACT - ORDER - DELIVERY - GUARANTEE**

- 2.1 – In order to be valid, the orders must indicate all the information necessary for them to be identified and fulfilled along with their quantity, price, strict delivery deadline, payment method but they must also bear the stamp of a person authorised for this purpose. Failing this, no Supplier invoice may be paid if it is not preceded by an order duly stamped by the BESTONE Management.
- 2.2 - In order to be considered as firm, orders from BESTONE must have an acknowledgment of receipt, displaying the Supplier's stamp, which will be returned to the BESTONE Customer Service Department within 24 hours from the date on which the order was received.
- 2.3 - The Supplier undertakes to deliver the goods or services which have been ordered, in accordance with the contractual Terms of Reference or the standard documents which have been expressly accepted and approved by the BESTONE Quality Department; depending on the case, the acceptance will be given following a quote that has been accepted beforehand by the BESTONE Management. The quantities indicated on the purchase order must be observed in full.
- 2.4 – Unless indicated or agreed otherwise, the delivery times requested by BESTONE and accepted by the Supplier are a key requirement of the contract. The Supplier will be entirely responsible for any delays in delivery and will be held liable for all the resulting damages, whether direct or indirect, without prejudice to the right of BESTONE to invoice late delivery penalties as referred to below and/or to request the cancellation of the sale to the prejudice of the Supplier. Any change to the delivery time, caused by the Supplier, must be agreed in writing by the BESTONE Management. Should the Management refuse, the Supplier will have to deploy, at its cost, the resources necessary for it to meet the requested deadline.
- 2.5 - A delivery is considered as having been completed once the Supplier has fulfilled all the obligations referred to herein with regard to BESTONE.
- 2.6 - The Supplier must refund or replace at its cost and, promptly, any products or goods delivered to BESTONE which do not comply with the quality criteria contained in the terms of reference provided by BESTONE or the contract, unless BESTONE prefers, after having recorded and reported the non-conformity, to request the cancellation of the sale to the prejudice of the Supplier and/or to source from the supplier of its choice, at the cost of the seller. The non-compliant products may be returned to the Supplier by BESTONE, at the costs and risks of the Supplier. The compliance of the products also concerns the quantities which have been requested, which may as such, be subject to reserves and give rise to the application of the above provisions.
- 2.7 - in addition, the Supplier will be considered as being fully responsible with regard to BESTONE for all the prejudicial consequences of a possible non-conformity and quality failure regarding the goods or products and undertakes therefore to provide full compensation in respect of the prejudice which may result, without prejudice to the right for BESTONE to invoice the late delivery penalties referred to below.
- 2.8 - The Supplier acknowledges having familiarised itself with the re-invoicing rates for supplier quality failures applied by BESTONE.
- 2.9 – With regard to purchase of service contracts, they must be performed by the Service provider in strict compliance with current employment law. Should the Service provider fail to adhere to these regulations, BESTONE may immediately terminate the contractual relationship with the Service provider without any notice or compensation.
- 2.10 – As a general rule, the Supplier will guarantee BESTONE against any failure or defect, whether visible or hidden, arising from a design error, or a material or manufacturing defect which makes the products which have been ordered, unfit for use and for their intended purpose, for a minimum period of 5 years as of delivery and will compensate BESTONE for any material or immaterial prejudice, whether direct or indirect which may result. Any other term shall be subject to a written agreement which has been accepted by BESTONE.

#### **3 PRICES - PAYMENT - INVOICING**

3.1 - The prices shown on the order are either as a result of a reply given following a request for price issued by the BESTONE Management, or a direct price offer made by the Supplier. They cannot be changed without the prior written agreement of the BESTONE Management which has been made official either by amendment to the purchase order or by a new purchase order which cancels and replaces the original document, these being the only ways of generating an invoice (s) at prices which are different from the initial prices. Save for a special agreement, the prices indicated on the order are firm and may not be increased. Prices are always carriage paid to destination, with packaging included.

## **CONDITIONS GENERALES D'ACHATS - JURID03 indice F2019 - Page 4 sur 4**

### **GENERAL TERMS AND CONDITIONS OF PURCHASE - JURID03 index F2019**

- 3.2 - Unless otherwise stated in the order, and subject to the acceptance of the deliveries by BESTONE, payments are made:
- For purchases of goods, 45 days end of month, invoice drawn up at the month end by LCR (Promissory note), prepared by us.
  - For purchases of services, 45 days end of month, invoice drawn up at the month end by LCR (Promissory note), prepared by us.
  - For purchases of production resources, the payment terms are stated in the contracts. A specific contract is attached to each order.
- 3.3 - For purchases of production resources, equipment, special machines... specially adapted payment terms are indicated in the orders. They cannot be changed without the written agreement of the BESTONE Management.
- 3.4 - For purchases concerned by a retention money bond, the payment of this retention which is 10% will be made on a case by case basis over a period ranging from 1 month to 6 months after acceptance. This payment will be made once the BESTONE Technical Department has determined that the purchases are in proper working order.
- 3.5 - All invoices received from Suppliers must use the terms of the order which was sent with respect to the name, the order number, prices, quantities and special conditions etc... In the event of a discrepancy BESTONE reserves the right to refuse and to block the payment of the Supplier's invoice until the dispute has been settled.
- 3.6 - All invoices received from the Supplier must contain the Supplier's intra-community VAT number. Invoices which do not have this number will not be registered and will not be paid.

#### **4. PENALTIES FOR DELAY**

- 4.1 - Materials – Components – Packaging  
Late delivery and/or delivery quantity not observed, leading to a financial or economic prejudice for BESTONE or its Customer.  
All costs associated with the prejudice will be invoiced in full to the suppliers. An increase of up to 20% on the total amount of these costs will be applied.
- 4.2 – Injection casts – Inspection templates – Production resources (press, robot...) – Services  
Given the financial consequences that a delay in delivery could have with regard to BESTONE's Customer, a late delivery penalty corresponding to 1/250th of the total value of the contract per calendar day, will be applied in respect of any delay which is the sole responsibility of the supplier.

#### **5. QUALITY STANDARD**

- 5.1 - The Supplier appreciates the importance that BESTONE attaches to the proper control over the manufacturing processes used for making its products. BESTONE recognises that its suppliers are assessed by an independent and accredited body using the reference standard from the ISO9001, ISO13485, IATF 16949 series. The Supplier undertakes to allow BESTONE representatives or the representatives of BESTONE's customer whose order is in progress to access its Production sites. The supplier undertakes to comply with all environmental regulations.
- 5.2 - The Supplier hereby certifies that the sold products have been made in compliance with employment legislation and undertakes to continue to maintain this commitment throughout the duration of its business relationship with BESTONE.

#### **6. JURISDICTION – DISPUTE**

- 6.1 - In the event of a dispute and the failure to find an amicable solution, disputes will be brought before the Commercial Court of Bourg en Bresse (Ain département - France) which has jurisdiction over the Registered Office of the Company BESTONE. BESTONE reserves the right to apply to the Courts which have jurisdiction at the address of the Supplier.
- 6.2 – The fulfilment or the acceptance of the order by the Supplier amounts to the full and complete acceptance of these general terms and conditions of purchase which are the only ones which are valid.

#### **7. REGISTERED OFFICE**

BESTONE SAS  
ZI de la Tuilerie  
3, rue de l'industrie  
01100 ARBENT - FRANCE  
Intracommunity VAT No.: FR74 449630458  
APE code: 2229A  
SIRET No.: 44963045800023