

GENERAL TERMS OF PURCHASE OF GOODS AND PROVISIONS OF SERVICES**1. APPLICATION OF TERMS OF PURCHASE**

These terms of purchase and all subsequent versions are freely available to everybody on the purchaser's internet site www.dssmith-kaysersberg.com. Acceptance of the purchaser orders implies the supplier's full, unreserved acceptance of these terms of purchase. They prevail over any conditions appearing on the supplier's documents and in the absence of specific acceptance, any contrary condition brought up by the supplier is uninvocable to the purchaser.

If any of these clauses is nullified, the others remain valid.

**2. ORDERS**

**Acknowledgement.** The supplier must acknowledge reception of the order within 3 working days of the date of the order, and if necessary, make any specific comments which may be necessary.

Beyond this period, the supplier is assumed to have accepted all the order specifications unreservedly, particularly the specified deadline.

**3. DELIVERY:**

**3.1. Delivery period.** The delivery date given on the order and confirmed by the supplier in the acknowledgement, is final and understood to be for the goods delivered to the address given on the order. Any delay occurring during processing of the order, for any reason whatsoever, must be signalled immediately by e-mail or fax, and confirmed by registered letter to the address given on the order.

The supplier recognises that he is formally notified to deliver the goods on the due date with no further formality.

If this date is not respected, the purchaser reserves the right to cancel the order in question, without this decision having been made in a court of law, with no prejudice to any damages which the purchaser may be able to claim from the supplier in compensation for the prejudice suffered due to his failure. In this same case, the purchaser also reserves the right to purchase the goods from another supplier, immediately and without prior notification, any extra cost (price difference and expenses entailed by the new purchase) generated by this new order being born by the supplier at fault.

Advance delivery with respect to the date indicated on the order cannot be accepted without the purchaser's prior written agreement.

**3.2.** The purchaser reserves the right to modify the quantities and delivery dates initially agreed. Unless the supplier makes known his disagreement formally within 3 working days of the date on which he was informed of the modification to the order, this modification is assumed to have been accepted.

**3.3.** The supplier agrees to provide the purchaser with the following documents in French language, required for assembling and servicing the goods concerned by the order: exploded diagrams of component parts with nomenclature N°, installation, commissioning, adjustment, lubrication and servicing instructions, and nomenclature of component parts.

**4. PRICE, INVOICING AND TERMS OF PAYMENT**

**4.1. Price.** Unless otherwise stated in the order, prices are final and not revisable, the supplier bearing all transport and unloading costs, customs duty, taxes and duties until the goods have been unloaded in our premises, as well as the insurance and risks until final acceptance in accordance with the stipulations of article below relating to the acceptance of the goods.

**4.2. Invoicing.** The invoice must include all the indications given on the order, allowing the goods to be identified and inspected. The invoice must be sent to the invoicing address given on the reverse side of the order.

**4.3. Terms of payment.** Unless otherwise stated in the order, all the purchaser purchases are payable by any means at 60 days date of invoice.

**4.4.** The purchaser specifically reserves the right to retain any sums due by the supplier, for any reason whatsoever, when settling the supplier's invoices.

**4.5. Subcontracting.** In case of subcontracting and particularly transport or building works operations, the payment by the principal to the supplier is conditioned by the proof of the discharge of the costs by the supplier to the subcontractor.

In case of successive subcontracting, the payment by the principal to the supplier is conditioned by the proof of the discharge of the costs by the supplier and his successive subcontractors to their respective contracting partners which have subcontracted a part of the operation.

**5. ACCEPTANCE OF GOODS, TRANSFER OF RISKS:**

**5.1.** The purchaser reserves the right to inspect any goods on arrival in their premises, without this affecting the responsibility of the supplier in any way. Any supply which does not conform to the order (in quality or quantity) may be returned to the supplier at his cost and risk.

**5.2.** Unless otherwise stipulated in the order, the transfer of ownership and risks takes place on acceptance recognised as correct and

complete at the address given on the order. the purchaser challenges any clause reserving ownership which it has not specifically accepted in writing.

**6. DEBT TRANSFER:** The debt transfer to a third party isn't forbidden. Nevertheless, this can only happen by endorsing cheques or bills previously signed by the purchaser. The purchaser reserves the right to deduct a lump sum equal to 2% of the sum paid to the third party, this deduction being not less than 40 euros, nor more than 150 euros per payment.

**7. PRODUCTS' CONFORMITY AND RESPONSIBILITY :**

**7.1.** The supplier guarantees that the goods delivered, the packing and the labelling are in accordance with the purchaser's order.

**7.2.** The supplier commits not to change the characteristics and specifications of the products, the materials entering in composition of the goods, as well as the process or place of manufacture, without the prior consent of the purchaser.

**7.3.** The goods delivered must meet the requirements of laws, regulation and standards in force, particularly with respect to health, safety, environmental protection, and labour and employment rights.

**7.4.** The order is guaranteed by the supplier against all risk of claim under the heading of patent rights.

**7.5.** The supplier guarantees the purchaser against any action resulting from the failure to respect these provisions and agrees to bear all financial and other consequences. He must particularly repair any defective merchandise, by his own efforts and at his own expense. He must also repair all the direct, indirect or consequential loss or damage whatsoever, caused by the defects or delay in delivery, to the purchaser and the purchaser customers.

Any clause limiting or exonerating the supplier from responsibility cannot be invoked to the purchaser unless it has been specifically accepted in writing.

**8. CONFIDENTIALITY:** The supplier agrees to maintain confidentiality with respect to the technical and commercial elements to which he has had access during execution of the order.

**9. DATA PROCESSING AND LIBERTIES:** In accordance with the law

"Data processing, Files and Liberties", N° 78-17 of 06.01.1978, the

supplier has the right to access and rectify named information

concerning himself.

**10. IPSO JURE TERMINATION:** If the supplier fails to carry out any of his contractual obligations, the order will be terminated ipso jure 8 days following formal notification by registered letter with recorded delivery if no reply has been received.

**11. ATTRIBUTION OF JURISDICTION - APPLICABLE LAW: IN THE ABSENCE OF FRIENDLY SETTLEMENT, ANY LITIGATION WILL BE BROUGHT BEFORE THE COLMAR COURTS WHICH HOLD SOLE JURISDICTION EVEN IN THE EVENT OF CLAIM ON GUARANTEE OR MULTIPLE DEFENDANTS.**

**FRENCH LAW IS APPLICABLE.**

GENERAL TERMS SPECIFIC TO COMPUTER SOFTWARE AND HARDWARE**12. DELIVERY**

The supplier agrees to provide the purchaser with the following documents in French language, required for fitting and servicing the software and hardware concerned by the order: installation, operating and servicing instructions.

**13. SOFTWARE ACCEPTANCE**

Software packages are only finally accepted after verification, using the test sets, of the adequacy of the functions for the purpose for which they are intended. Any specific software is only finally accepted after 3 months of operation under normal working conditions. In the event of performances not complying with the order specifications, the programs or packages will be held at the supplier's disposal of which he will be informed. the purchaser reserves the right to return disputed deliveries to the supplier at his expense and risk.

**14. LICENCE FEES**

The fees for using programs or packages, paid by the purchaser grant the right to use the programs or packages in question in any company, subsidiary or not, in the purchaser Group, which uses the purchaser computer resources or those of any company taking over from the latter.