
TERMS AND CONDITIONS OF PURCHASE 04/2005

1 – FIELD OF APPLICATION AND CONTRACTUAL DOCUMENTS

1-1- These terms and conditions of purchase (hereinafter referred to as «TCP») are applicable to all orders (hereinafter referred to as «order(s)») from our Company whether regarding, in particular, purchase(s) and/or hiring of goods (hereinafter referred to as «Products») and/or the performance of services (hereinafter referred to as «Services») (the Services and Products together referred to hereinafter as «Supply(ies)») from suppliers and/or service providers (hereinafter together referred to as «Supplier(s)»).

1-2- These TCP are applicable from acceptance of the Order according to the conditions defined in article three (3), en bloc as sole contractual conditions applicable between the Supplier and our Company, where the Supplier renounces its own terms and conditions of sale.

1-3- These TCP can only be modified by prior and written agreement from our Company and from the Supplier.

1-4 – All orders from our Company are governed exclusively by these TCP and are completed by the special conditions mentioned in the order (hereinafter referred to as «SC») as well as, if need be, by any other contractual documents (hereinafter referred to as «OCD» defined in the SC.

1-5 - In case of contradiction between the different documents, the order of priority shall be as follows:

- 1) The SC,
- 2) The TCP and,
- 3) The OCD.

1-6 - The SC, TCP and OCD constitute the full agreement between our Company and the Supplier, and shall prevail over any other written or verbal, express or implicit, prior agreement.

2 - ORDER

2-1 – ORDER FORM

2-1-1- All orders from our Company are made in a written order form (hereinafter referred to as «order form(s)»).

2-1-2- No order can be considered as agreed with a Supplier without an order form duly accepted in accordance with the provisions below.

2-2- ACCEPTANCE OF THE ORDER AND MODIFICATION OF THE ORDER

2-2-1- Acceptance of the order by the Supplier is given by sending a letter or fax to our Company, within 2 calendar business days from the date shown on the order form, with the duplicate copy of the order form duly signed by the Supplier (hereinafter referred to as « the order acknowledgement »).

2-2-2- Before receipt of the order acknowledgement by our Company, any order may be cancelled by our Company by written notification to the Supplier with immediate effect, at any time and without prior formal notice or -special- formality, and where no indemnification or damages of any kind shall be payable.

2-2-3- Any order without order acknowledgement, and which has not been cancelled according to the provisions of the paragraph above, but which has been partially or fully performed by the Supplier, and where this performance has not been refused by our Company, will be considered as accepted.

2-2-4- Any modification, even minor, of the order must be the subject of a prior and written agreement from our Company, and of a rider to the order.

3 - OPEN ORDER

3-1- Certain Supplies may be the subject of an open order (hereinafter referred to as « open order(s) »), the order form of which shall at least define the nature and characteristics of the Supply, the price, the place of delivery, the invoicing location, the undertakings concerning quality, the deadlines for presentation of initial samples, the deadlines for mass production start-up, any other conditions applicable (INCOTERMS, transport, packing, etc.) and which open order must be accepted in accordance with the provisions of article two (2) above, but the performance of which will take place by delivery call-up (hereinafter referred to as «delivery call-up »).

3-2- Unless otherwise stipulated in the SC, the quantities that may be shown in an open order are given for indicative purposes only, and shall not constitute an undertaking by our Company.

3-3- The delivery dates and the definitive quantities for delivery are fixed by delivery call-up, given in accordance with the terms and conditions of the SC.

3-4- For understanding the TCP, the terminology « order » will refer to « open orders » as well as to closed orders.

4 - DELIVERY, PERFORMANCE AND DELAYS

4-1- The Supplier recognises that compliance with delivery times and quantities to be delivered is one of its essential obligations, failing which our Company would not have entrusted it with performance of the order.

4-2- The Supplier recognises that compliance with the specifications and, in general, delivery of the products or services in quality that is compliant, fair, standard, exempt from defects, is one of its essential obligations, failing which our Company would not have entrusted it with performance of the order.

4-3- The deliveries can only take place after written acceptance by our Company of the quality file. Any delivery made without prior acceptance of the quality file, will be refused and returned to the Supplier at its cost.

4-4- Any delivery not corresponding to the order (quantity, deadlines, delivery times, etc.) may be refused by our Company without prejudice to the provisions below.

4-5- Unless otherwise stipulated in the SC, the delivery times, place of delivery, hours, are those fixed in the order or supply request.

4-6- The Supplier must inform our Company of any incident that may compromise the delivery times being met.

4-7- Without prejudice to our Company's right to terminate the order, and to the damages claimable by our Company, we reserve the right to invoice the Supplier with all direct or indirect actual or lump-sum costs brought about by late deliveries, early deliveries, short or excess deliveries (in particular: production down time at our customer(s) and/or at our Company, penalties for late fulfilment of obligations, special transport arrangements...).

4-8- Unless otherwise stipulated in the SC, for any open order the Supplier undertakes to set up and to maintain a safety plan that is specified in the SC.

4-9- In case of an interruption to, or a stoppage of supply or production by a customer of our Company, we will inform the Supplier without delay of our decision to interrupt or stop our own supplies from it, where the Supplier will be unable to ask for any notice period if our Company does not have the benefit of such, or to claim any compensation if our Company does not have the benefit of such. Our Company will give the Supplier full benefit of the notice period to which we might be entitled, and undertakes to indemnify it, if we are indemnified, within the limit of the indemnification received and of proof of an established prejudice with respect to principle and amount thereof.

5 - ACCEPTANCE

5-1- ACCEPTANCE OF PRODUCTS

5-1-1- Inspection of Products before delivery: giving prior notification, our Company reserves the right to carry out any inspection of the Products before their Delivery, at the Supplier's premises during the normal working hours of the Supplier, and where this entitlement shall not, however, in any way reduce the warranties granted by the Supplier.

5-1-2- Acceptance: our Company reserves the right to refuse the delivery of Products by sending a simple letter, telex, email or fax in case of nonconformity, other than insignificant, of the said Products to the order or to the delivery conditions defined in the order. The same conditions shall apply for excessive deliveries.

5-1-3- The provisions of articles 38 and 39 of the Vienna Convention on the international sale of goods of 11 April 1980 (*CIVM*) are excluded.

5-1-4- Our Company will do everything it can to inform the Supplier of apparent defects as quickly as possible, upon the usual sequence of operations that enable their detection; the Supplier waives any claim against our Company for lateness of a complaint.

5-1-5- However, the absence of complaint and/or reservations by our Company upon delivery and/or payment of the Products cannot be considered as a definitive acceptance of the Products delivered, or as agreement of the amount invoiced, and shall in no way imply a waiver by our Company of subsequent recourse.

5-1-6- No payment will be due by our Company to the Supplier for any Product(s) refused; therefore, our Company will be able to offset the amount thereof from any invoices issued by the Supplier, or, if none, the Supplier must refund the amount thereof on first request by our Company.

5-1-7- Any Product the delivery of which is refused, can either be taken back by the Supplier, at its cost and risk, within a time limit of eight (8) days from notification of the refusal by our Company. After this time limit, it is expressly agreed that our Company will, without bearing any responsibility of any kind, be able to either destroy the Products refused, or to return them to the Supplier, at the cost and risk of the latter.

5-2- ACCEPTANCE OF SERVICES

5-2-1- Inspection of Services before acceptance: our Company reserves the right to carry out any inspection on the progress of performance of the Services before their acceptance, where this entitlement shall not, however, in any way reduce the warranties granted by the Supplier.

5-2-2- Acceptance: Unless otherwise stipulated in the SC, the acceptance is always carried out on final completion of the ordered Service, on the date specified in the order.

5-2-3- Our Company reserves the right to refuse the services in the following cases by sending a simple letter, telex, email or fax: i) nonconformity, other than insignificant, of the services compared with the order, ii) breach, other than insignificant, of the performance schedule.

5-2-4- The Supplier cannot invoice refused services.

5-2-5- The absence of complaint and/or reservations by our Company on acceptance, and/or payment of the services performed, shall not limit the warranty that the Supplier has to give to our Company, and shall in no way imply a waiver by our Company of subsequent recourse on account of this warranty, or on account of defects or nonconformities not apparent on acceptance.

6- PRICE, INVOICING AND PAYMENT TERMS

6-1- Unless otherwise stipulated in the SC, the prices of the Supplies (hereinafter referred to as « Prices ») are fixed in the order form.

They are firm and non-revisable and, unless otherwise stipulated in the SC, are quoted for the Products on « delivered, duty paid » terms at the agreed place of delivery.

The price is expressed as the full, firm and final contract price, exclusive of taxes.

It remunerates the Supplier for all of its costs, disbursements, charges, subjections and/or obligations of any kind, therein included the costs, disbursements or other charges linked to the services, attention, work or other tasks performed at the stage of offer of price.

It shall be deemed to take into account all circumstances and particularities of the order, and in particular includes, for the Products, the costs of packaging, packing, loading, securing and stowage on the means of carriage, transportation, and unloading and handling at the place of delivery, as well as the costs of insurance and risk cover.

6-2- No increase in the prices can be applied without the prior and written agreement of our Company.

6-3- Each invoice will be issued at the earliest on the date of delivery of the Products, or on acceptance of the services, and must correspond to an order.

It must mention all details allowing identification and inspection of the Supplies, and must be sent in duplicate to the invoicing address shown in the order form.

Any incomplete invoice will be returned unpaid to the Supplier.

Invoices must not be enclosed with deliveries.

6-4- Unless otherwise stipulated in the SC, all purchases by our Company are payable at 60 days from end of month of receipt of invoice, on the 10th day of the following month, which payment terms are fixed due to the payment times agreed with our Company's customers.

6-5- Our Company reserves the right to offset our debts against any sum that might be owed to us by the Supplier, on whatever account and/or of whatever nature, including the amount of penalties and / or quality complaints.

6-6- In case the Supplier claims penalties for late payment, these penalties will be limited to an amount equivalent to the amount that would ensue from application of a rate equal to 1½ times the statutory rate of interest. These penalties will be calculated on the overdue sums, without capitalisation, per day of late payment, applying the above-mentioned rate in proportion to the relevant time.

Any clause to the contrary shall be deemed as not written.

7 - WARRANTY

7-1- The Supplier, as a professional party in its specialised activity, remains fully responsible for its technical choices, whatever the level of assistance that might be given to it by our Company within the scope of performance of the order.

7-2- The Supplier undertakes, on first request, to communicate to our Company any document confirming its certification within the scope of the quality system required by our customers.

7-3- WARRANTY ON THE PRODUCT S

7-3-1- Warranty content.

7-3-1-a- The Supplier, as a professional party in its specialised activity, guarantees our Company that the Products delivered shall be:

- Saleable and compliant with normal applicable rules, the quality thereof being fair and according to standard,

- Suitable, in normal usage conditions specified by the Supplier, to fulfil the functions and uses for which they are intended, and to offer the reliability and safety that can legitimately be expected of them,
- Compliant with the drawings, specifications, orders and all defining documents of the Product ordered,
- As regards so-called safety parts and regulation parts, compliant with the rules and regulations relating thereto,
- Free from any apparent or latent defects, and any defects ensuing in particular from a fault in design, manufacture, or consisting of a poor functioning.

7-3-1-b- The acceptance by our Company of any initial samples does not release the Supplier from its responsibility, and shall not imply acceptance of the Products delivered, and/or to be delivered.

7-3-2- Scope of the warranty

7-3-2-a- Without prejudice to our Company's right of terminating the order and to the damages claimable by us, the Supplier grants our Company a contractual warranty, in addition to the statutory warranties.

7-3-2-b- On this account, the Supplier is bound by an "absolute obligation" and agrees, in particular, for any defective Product:

- to refund our Company with any direct or indirect costs borne by us due to the defects in the Products, including those costs linked to any product recall decided upon spontaneously, or induced, or imposed by the Public Authorities,

- to indemnify our Company with respect to all the direct and indirect consequences for which we may be liable due to bodily injury or material damage or loss, and/or indirect financial loss, whether or not consequential in nature, caused to third parties, to our Company and to our/their assigns and/or to our/their property and/or to our/their personnel.

7-3-2-c- The Supplier further undertakes i) to provide a report according to existing standard model within at most 24 hours from disclosure of the defect, ii) in consultation with our Company, to set in place a « quality shield » so as to avoid disruption to production (e.g.: 100% sorting, product replacement).

7-3-2-d- The Supplier undertakes to put an end to, and to resolve any defect or quality incident as quickly as possible, and to follow the requests that might be formulated by our Company's customer.

7-3-2-e- Unless otherwise specified in the SC, this warranty and the obligations arising therefrom, is for a period of thirty-six months from the date of delivery of the Product.

7-4- WARRANTY ON THE SERVICES

7-4-1- Warranty content:

7-4-1-a- The Supplier, as a professional party in its specialised activity, guarantees our Company that the services performed will be i) compliant with the order, ii) exempt from any apparent or latent defect.

7-4-1-b- Acceptance by our Company of the services performed shall not release the Supplier from its responsibility for any non-apparent defect whatever the time of discovery thereof.

7-4-2- Scope of the warranty

7-4-2-a- Without prejudice to our Company's right to terminate the order, and to the damages claimable by us, the Supplier grants our Company a contractual warranty in addition to the statutory warranties.

7-4-2-b- On this account, the Supplier is bound by an "absolute obligation" and, with respect to any nonconformity, will take care of i) performing any work necessary for the sound performance of the services and their acceptance by our Company, ii) refunding to our Company the direct or indirect costs borne by us and resulting from this nonconformity, iii) indemnifying our Company with respect to all direct and indirect consequences for which we may be liable, due to bodily injury, material damage or loss, and/or indirect financial loss, whether or not consequential in nature, caused to third parties, to our Company and to our/their assigns and/or to our/their property and/or to our/their personnel.

7-4-2-c- Unless otherwise specified in the SC, this warranty is for a period of thirty-six months from the date of acceptance.

7-5- Non-performance of the warranty by the Supplier

Without prejudice to our Company's right to terminate the order, and to the damages claimable by us, our Company reserves the right to perform the obligations of the Supplier ourselves, or have them performed by a third party, which obligations derive from the contractual warranty, in case the Supplier is duly found not to have performed its warranty obligations, and insofar as it has not remedied the situation within a reasonable time limit according to the prevailing circumstances.

8 – ORIGIN OF THE SUPPLIES

With respect to the Products, the Supplier will certify the origin of the Supplies, on request by our Company, by producing a certificate confirming that the Supply conforms to the requirements of the regulated materials and substances range, and to the standards governing them.

9 – PATENT AND INTELLECTUAL PROPERTY RIGHTS

9-1- The results of performance of the services of all types (in particular, including studies or prototype designs, products, specific tooling or equipment), ensuing from the performance of the order, and whether or not coverable by patent and/or intellectual property rights, are the exclusive property of our Company, to which the Supplier undertakes to deliver them.

9-2- The price mentioned in the order includes payment of transfer of the aforementioned rights from their delivery to our Company.

9-3- The Supplier transfers to our Company all proprietary copyright relating to the results of these services and, in particular, performing and reproduction rights, in whatever form, in whatever way and on whatever medium now and in the future, operating rights, dissemination, marketing, translation, modification, incorporation, merger, utilisation and adaptation rights of the said results, and this transfer being for commercial or other utilisation of these rights throughout the period of validity thereof, throughout the world, without limitation of scope or use.

9-4- The Supplier undertakes not to raise in defence its patent and/or intellectual property rights against our Company, insofar as they are necessary for utilising the results of services, the subject of the order.

9-5- In performing the order, the Supplier shall not utilise the patent and/or intellectual property rights belonging to a third party, without prior written permission from that third party.

The fees that might be due for such utilisation are payable exclusively by the Supplier.

9-6- The Supplier guarantees our Company against any claim brought against our Company in whatever location by third parties, based on patent and/or intellectual property rights relating to the object of the Supplier's intervention during the Order.

Our Company will immediately alert the Supplier of any claims of this kind.

In case of contentious claim, whatever the grounds thereof, the Supplier, on account of the aforementioned guarantee, undertakes, at the choice of our Company, either to co-operate with our Company and to actively assist it during the proceedings, or to apply without delay to be joined in the proceedings and to conduct the management thereof.

In case of claim outside of the Courts, whatever the grounds thereof, the Supplier undertakes to take the necessary steps to settle the disagreement with the third party, keeping our Company informed.

9-7- In case our Company is obliged to stop use of all or part of the Supply, and without prejudice to our Company's right to terminate the order, the Supplier undertakes to immediately implement one of the following solutions, always at its sole cost: i) either to obtain the right for our Company to use the supply freely, ii) or to replace or modify it such that the utilisation rights cannot be contested, where it is specified that the Supplier undertakes to take back, always at its sole cost, any stocks of infringing supplies that it has delivered to us. In all cases, the aforementioned modifications and/or replacements must, in every way, comply with the contractual documents of the order.

9-8- Within the scope of the above claims, any sums that our Company has to bear for whatever reason, in particular on account of legal costs, fees, damages, will be refunded in full by the Supplier to our Company, on first request by us.

The Supplier will compensate our Company for all direct and indirect consequences of any claims that are brought against our Company by a third party.

10 - CONFIDENTIALITY

10-1- All the information communicated by our Company is confidential, and the Supplier must, in particular, take every step such that none of the information, in particular technical or commercial documents, specifications, formulae, drawings, plans, know-how, other information, tools or samples that might be communicated to it by our Company, or to which it has had access upon the order, as also the results ensuing

therefrom, is either communicated or disclosed to a third party, either by it or by its employees, agents, permanent or occasional representatives, its suppliers or subcontractors.
This confidential information is, and shall remain the property of our Company.

10-2- This obligation of confidentiality will continue throughout the period of performance of the Order, and for a period of three (3) years thereafter.

10-3- Upon the end of performance of the order, the Supplier undertakes to immediately return to our Company, on our request, all documents relating thereto, whether or not confidential, including computer files.

10-4- In no case, and under no form of any kind, may the orders be publicised, directly or indirectly, without our Company's prior and written agreement.

10-5- Any document, product, drawing, study, information, specification, calculation, etc..., entrusted by our Company to the care of the Supplier for performance of the order, is and shall remain our exclusive property, and must be identified as such.

In its capacity as caretaker thereof, the Supplier must assure their confidentiality, their protection and their return at the end of Order.

11- TRANSFER OF OWNERSHIP AND RISK

11-1- Unless otherwise stipulated in the SC, the transfer of ownership of the products and the risks connected thereto, takes place upon effective delivery of the products and services.

11-2 No clause of reservation of ownership stipulated by the Supplier can be invoked or raised against our Company, unless it has been expressly agreed in writing.

11-3- The Supplier undertakes that no clause of reservation of ownership is stipulated by its own suppliers for any element delivered by the said suppliers and integrated into the products sold to our Company on account of the order.

11-4- The Supplier undertakes to guarantee our Company with respect to any action, claim or other that might be brought by the said suppliers, and to obtain release by them of any clause of reservation of ownership held.

12 - INSURANCE

12-1- The Supplier declares having taken out with an insurance company known to be solvent i) a Professional Liability insurance policy, ii) a Products Liability insurance policy after delivery covering it for a minimum amount of 1 000 000 euros against the financial consequences of its possible legal liability in case of bodily injury, material damage or loss or indirect financial loss, whether or not consequential, caused to our Company's customers, our Company or to third parties, due to its defective Supplies.

12-2- This insurance must include cover for the costs of product recalls made by third parties (our Company or our customers) or by the Supplier.

The Supplier waives, and undertakes to assure its Insurer's waiver of any recourse against our Company and/or our Insurers.

12-3- The Supplier undertakes to show proof of its insurance and the payment of premiums, on first request by our Company.

12-4- This insurance shall not constitute a limit of the Supplier's responsibility.

12-5- The Supplier's Insurer must notify our Company in case of termination of the policy for whatever reason, within the notice period of the insurance contract.

13 - TERMINATION

13-1- Termination by decision of our Company: unless otherwise stipulated in the SC, it is expressly agreed that our Company may terminate all or part of any open order, where we shall not need to fulfil any legal formality and where no indemnification or damages of any kind shall be payable, and without prior formal notice or special formality(ies), by informing the Supplier of our decision in a simple registered letter with acknowledgement of receipt, whether the order is for a fixed or unlimited term, or in general any order, at any time, on personal grounds, giving a maximum three-month notice in case of contractual relations over a period of up to five years, and a maximum six-month notice beyond that period; by contractual relations, under the terms hereof, shall be understood the orders concerned and limited to a specific reference.

13-2- Termination by decision of the seller: unless otherwise stipulated in the SC, it is expressly agreed that the Supplier may terminate all or part of any open order, where it shall not need to fulfil any legal formality and where no indemnification or damages of any kind shall be payable, and without prior formal notice or special formality(ies), by informing the buyer of its decision in a simple registered letter with acknowledgement of receipt, whether the order is for a fixed or unlimited term, or in general any order, at any time, on personal grounds, giving reasonable notice and following normal trade rules, where however this notice cannot be less than the time necessary for a new product or service validation by our Company's customer.

13-3- Termination due to change of personal status: unless otherwise stipulated in the SC, the contract, or in general the business relations, have been entered into by our Company in considering the personal status of the Supplier.

In case of change in control of the Supplier, change in allocation of its capital affecting more than 25 % of the voting rights, sale or leasing of its business, the Supplier must inform our Company thereof without delay. Our Company may then terminate the contractual relations by simple letter giving one month's notice.

13-4- Termination due to breach: unless otherwise stipulated in the SC, it is expressly agreed that our Company may, without prejudice to any damages claimable by us, terminate all or part of any order by registered letter with acknowledgement of receipt, in case of partial or total non-performance by the Supplier of any of its obligations under the said order and these TCP, in case of failure to remedy formal notice, notified by registered letter with acknowledgement of receipt, within five (5) business days of receipt of said letter. The termination becomes effective immediately.

13-5- Consequences of termination: if we see fit, our Company may purchase from the Supplier, without the latter being able to raise objection, all or part of its stock of raw materials, finished or semi-finished products, at the maximum price shown in the order and price offer, following a quantity and quality inventory carried out independently in the presence of both parties.

14 – OTHER CONDITIONS

14-1- HONESTY

14-1-1 The Supplier undertakes never to enter a direct commercial relationship with our Company's customer for the parts, concerning which it is being or has been consulted, or concerning which it has obtained an order.

14-1-2 At our sole discretion, breach of this obligation may bring about, by right and without other form of proceedings, immediate termination of all our outstanding orders at that time, without prejudice to the damages claimable by us, as well as the payment of a commission for each part sold by the Supplier to our customer equal to the average gross margin evidenced by our Company on the Supplier's parts.

14-2- PRODUCTION ENTRUSTED TO A THIRD PARTY AND ASSIGNMENT TO THIRD PARTIES

14-2-1- The Supplier may not subcontract its obligations without the prior and written agreement of our Company. In case of permitted subcontracting, it will remain the sole party responsible towards our Company.

14-2-2- The order between our Company and the Supplier cannot be transferred or assigned for any reason whatever without the prior and written agreement of our Company.

14-2-3- The above-mentioned provisions also apply in case of relocation, transfer of production site, change of subcontractor.

14-3- DUTY TO PROVIDE ADVICE AND INFORMATION

14-3-1- The Supplier shall give our Company full information and advice essential for storage, integration of the Supply into a Product, and for its use. Therefore, it is bound to verify that the specifications are adequate and pertinent with respect thereto, to inform our Company of any non-compliance of the specifications with the rules and regulations in force in the countries of sale mentioned in the specifications, to propose any modifications to our Company that could improve the quality or cost of the Supply, and to inform our Company of the risk of shortfall in quality or in satisfaction of our Company's need that the Supply may present.

14-3-2- If the Supplier has to change or modify the original specifications of the product or service, it must obtain our Company's written agreement beforehand; the same condition applies for a change or modification to the production process.

14-3-3- In case of appearance of a defect, or risk of defect, after delivery, the Supplier must inform our Company thereof without delay, and give us an action plan to resolve it or to avoid its appearance.

The Supplier is the sole party responsible towards the public authorities and our Company's customer for defects declared, or in embryonic form.

14-4- SEVERABILITY

If one of the provisions of the order is found invalid or inapplicable for whatever reason, the other provisions will not be affected by this invalid or inapplicable provision.

The parties undertake in that case to renegotiate the said invalid or inapplicable provision so as to re-establish a provision as close as possible to the original intention of the parties, and in compliance with the applicable laws.

14-5- RIDER TO THE AGREEMENT

Any modification hereof must be the subject of a written rider signed by both parties.
The above also applies to a waiver of recourse to the provisions of this article.

14-6- WAIVERS

Should a party at any time not apply a provision of the order, or not ask for its application by the other party, in no case can such act be considered as constituting a waiver of the said provision, or of any other provision, neither can such act affect the validity of the order, or each party's right to claim application of the said provision, or of the order itself at a later date.

14-7- AUDIT

14-7-1- Our Company will at any time be able to ask for access to the accounts, tax records, company documents and all other documents linked to the business of the Supplier, who will be unable to refuse such request.

The requested documents must be communicated within 15 days to our Company.

14-7-2- Our Company can also have access at any time to the production premises in order to inspect, in particular, tools and production process; the Supplier must do everything to assist our Company's access to the premises and sites, and to co-operate in the inspection being properly performed.

14-8- SAFETY - REGULATORY DOCUMENTS

14-8-1- In case of work to be performed by the Supplier at one of our Company's sites or at one of our Company's customers sites, the Supplier undertakes to observe (i) the rules and regulations in force at these sites, and also (ii) the statutory provisions in force, in particular those concerning health & safety and labour & employment law relating to work performed at a company site by an outside firm, and (iii) the provisions of the UN international convention on children's rights dated 20 November 1989, which prohibits work by children less than 15 years old, and where these provisions must also be observed by any subcontractors, for whom the Supplier shall answer.

14-8-2- On request by our Company, the Supplier will provide a declaration of honour stating that it is observing the stipulations of the said provisions.

14-8-3- The Supplier is fully responsible for all consequences of a breach by it of these provisions, and will pay all costs of indemnifying our Company for all the consequences (including lawyers' fees) ensuing from its breach of these provisions.

14-8-4- Observance by the Supplier of the statutory provisions concerning (i) employment relating to work performed at a company site by an outside firm, and (ii) the provisions of the UN international convention on children's rights dated 20 November 1989, which prohibits work by children less than 15 years old, constitutes a material and determining condition of the undertaking by the parties.

14-8-5- The Supplier will look after the management, training, administration and remuneration of all the staff that it will need to assign, under its responsibility, to the performance of the order.

14-8-6- In case of work to be performed by the Supplier at one of our Company's sites, the Supplier undertakes to observe the provisions of order 92-158 dated 20 February 1992 relating to work performed at a company site by an outside firm.

14-8-7- The Supplier shall give our Company the documents mentioned in article R324-4 of the Labour code. The declaration of honour mentioned in the said article must specify that the Supplier's employees, who take part in the performance of the orders, will be properly employed according to the requirements of articles L143.3, L143.5 and L620.3 of the same code, and that the Supplier will observe the provisions of articles L324-14 and L341-6-4 of the same code.

15 - JURISDICTION - GOVERNING LAW

15-1- The Supplier and our Company will endeavour to settle, amicably, any dispute relating to the interpretation or performance of the order.

15-2- Unless otherwise stipulated in the SC, the governing law shall be the law of the place of registration of our Company's registered company, means Tribunal of CHARTRES, 28000, France.

15-3- The Court in the location of our Company's registered office will have sole competence for urgent proceedings or proceedings by application, even in case of third party notice or more than one defendant.