

1. Creation of contract

These conditions define the terms applicable to our relationship with our suppliers.

The parties present are referred to as:

The supplier: The supplier or vendor.

The company VOSSLOH COGIFER: The purchaser, purchasing department or buyer.

Any reservations shall be made explicitly in writing, on specific points on reception of our inquiry for services. Otherwise, these terms and conditions of purchases are deemed to have been accepted by the supplier without reservation.

The contract is concluded by the return of a copy of the order form (Acknowledgement of receipt) duly signed within 7 calendar days of receipt by the supplier.

Any modification of the order shall be subject to an amendment accepted by both parties.

The order of precedence of the contractual documents is as follows:

- o the specific conditions peculiar to each order and the documents referenced (external services or supplies).
- o these general purchasing conditions.

Any start of the contract, including the fact of proceeding with the design, manufacture, delivery, invoicing or delivery of goods and/or services, implies full acceptance of the terms and conditions of the documents constituting the contract

2. Price

Price is always "excluding tax". Its content and character are defined in the order.

Without modification of the contract, the prices agreed shall be firm and binding.

3. Transfer of contract and/or sub-contracting

The supplier undertakes to fulfill personally his contractual obligations. Accordingly, under pain of automatic termination of the order, he shall not assign or transfer his obligations to a third party without the prior written consent of the purchaser.

The purchaser may refuse a sub-contractor proposed by the supplier.

The supplier authorized to sub-contract is entirely responsible for the products or services sub-contracted and undertakes to ensure compliance with the obligations of this contract by his sub-contractors.

4. Termination

Should the supplier fail to meet his contractual obligations, the purchaser shall be entitled, after giving notice by registered letter with acknowledgment of receipt, this having no effect for a period of seven (7) calendar days:

- to automatically terminate the contract without prejudice to his obtaining damages
- to complete the order in question himself
- to have all or part of the order completed by a third party
- to require that the supplier pay indemnities according to the delay and engage his responsibility.

In the absence of fault on the part of the supplier, in the case of works or service contracts, the purchaser may at any time terminate the order subject to a 15-day notice period signified by an amendment to the contract (or by registered letter with request for receipt).

Upon presentation of suitable evidence, the purchaser could compensate the supplier for supply items completed on the date of termination or for any purchase of materials, which cannot be used for other applications.

5. Security plan

To ensure the timely delivery of the product or service, the supplier shall take all necessary steps to offset impact of: difficulties in supply, failure of machinery, absenteeism, internal non-conformities or rejects, packaging and transportation to the destination, and shall be able to justify this at any time.

6. Supply of spare parts

The supplier undertakes to provide spare parts for ten years (10 years) from the date of last delivery. He will put in place the means to do so and shall provide evidence of this.

7. Packaging, Despatch, Transport

The supplier shall use packaging and package the products in such a way as that the product shall suffer no damage either during or after transport. This shall apply whether the supplier is responsible for organizing the transport or not.

In any case, the supplier shall be responsible for the loading and stowing goods despatched on the transporting vehicle.

The supply shall be delivered to the address indicated on the order during hours for the "reception of goods" at the sites concerned. The supplier shall seek instruction on this point prior to despatch, any costs associated with return and redelivery being borne by supplier.

All packages and accompanying documents (in duplicate) included in a delivery, shall bear the necessary identification marks (order number, drawing numbers, references, quantities, weight, etc.).

The supplier will comply with phytosanitary requirements for woods used in packaging per the agreed destination. (standard ISPM15)

8. Reception

On reception of goods, the purchaser may communicate reservations through the transporter in case of: missing or surplus goods, delay, damage, or any other non-conformity observed.

The supplier shall be alerted, and the parties shall decide by common consent on measures to be taken according to the situation.

9. Invoicing and payment

All invoices shall be sent to the delivery address, unless specified otherwise.

The payment of invoices shall be undertaken by the registered offices: VOSSLOH Cogifer, 54 Avenue Victor Hugo, BP 56606, 92266 RUEIL MALMAISON.

The supplier shall send the Purchaser an invoice (bearing the mandatory legal information and the order number), on delivery of the compliant supplies or according to the schedule agreed at the time of order.

The methods and terms of payment are defined in the specific conditions. We accept no special conditions on our accounts.

If the purchaser is called upon to accept an early delivery, the month taken into account shall be that of the contractual delivery date and the invoice shall be raised accordingly.

10. Delivery and Penalties for delays

Delivery times are determining factors in the order. They shall always be understood to correspond to documents and supplies delivered to the agreed delivery point. It is the responsibility of the supplier to take into account the time required for transit and inspection. No reason for exceeding delivery times shall be accepted except in the case of *force majeure* (see force majeure). The supplier is responsible for requesting all information and documents necessary for the execution of the order in timely manner. No justification for delay resulting from a lack of information shall be accepted.

In case of a delay in delivery or execution relative to contractual deadlines set by common agreement, the purchaser reserves the right:

- either to apply, without the necessity to serve notice, the following penalties on the value of the material at due date:

1. Delay not resulting in penalties from the final customer: 1% per calendar day up to a maximum of 10% of the value of the order.
2. Delay resulting in penalties from the final customer: the purchaser reserves the right to transfer these penalties to the supplier, in part or in full, if the delay in delivery is the cause of penalties applied by the final customer.

- or to cancel the quantities not supplied, by simple notification, in accordance with the paragraph 'termination'.

No incomplete order shall be accepted and any surplus which may be accepted shall be subject to an amendment prior to despatch.

11. Tooling

Special tooling, manufactured or ordered by the supplier within the scope of the execution of the order from the purchaser are the property of the purchaser.

The supplier shall not use tooling which is property of the purchaser on behalf of a third party, without purchaser's prior written authorization.

The supplier is entrusted with the tooling free of charge, and undertakes:

- to take out fully comprehensive insurance, in particular to cover following risks: theft, water damage, fire, destruction or deterioration, and to provide justification of this as described in § 16 Liability for the product and Insurance.

- to maintain the tooling in a condition so as to allow the manufacture of products for ten years from the date of last delivery.

- to identify the tooling by marking them with the name of the purchaser.

In case of failure on his part, the supplier:

- if he is the owner of the tooling, undertakes to make it available to the purchaser free of charge and authorizes him to use the tooling to manufacture, have manufactured or make compliant the products which should have been delivered, for as long as the failure should persist, and regardless of the rights the supplier may have over the tooling or the products.

- if the purchaser is the owner, the tooling shall be returned by simple request upon completion of the execution of the order without reservation, wherein no right to withhold may be exercised, and in perfect usable condition.

12. Transfer of ownership and risks

The ownership of the products is transferred to the purchaser upon delivery, or where the transfer shall have taken place previously, the conditions are defined in the order.

The risks related to the products delivered in compliance with the order are transferred upon delivery.

Where the delivery address for goods purchased is different from the billing address, the transfer of ownership takes place upon reception of the copies of delivery notes duly completed by the recipient of the delivery.

Any clause referring to reservation of ownership shall be subject to written agreement from the purchaser.

13. Confidentiality - non-competition and intellectual property

Any tooling, models, equipment, drawings, specifications or other information supplied by the buyer within the terms of the contract shall at all times remain the property of the purchaser and cannot be used by the supplier for purposes other than the execution of the Contract.

The supplier shall ensure the confidentiality of the documents and other element of information and shall return them to the purchaser upon request. The supplier is strictly prohibited from divulging information to a third party without express prior written permission from the purchaser.

The purchaser is the owner of all design studies and the results thereof, prototypes, preproduction models, mock-ups and tooling, documents and data that he has financed and which were undertaken on his behalf.

14. Obligation for disclosure of information

Fax and email are deemed to be valid means of proof by both parties.

The vendor agrees to give free access to its premises at any point during the execution of the contract upon request from us for the purposes of monitoring the progress of the execution of the order. The supplier shall make all appropriate arrangements to enable a physical inventory of products by the purchaser.

15. Quality, Inspection and Guarantees

The supplier warrants that the products delivered shall comply with the contractual specifications and conditions, and more generally with the laws and regulations of the European Union (in particular for health, safety, and the environment), and be free of hidden defects. This in no way removes the duty of the supplier to advise the purchaser. In case of non compliance, all costs incurred, be they direct or indirect, arising from work required to make the contractual supplies compliant (including repair, replacement, re-run etc.) shall be met by the supplier within a period consistent with the terms of the contract.

Any exemption shall be the subject of a document signed by both parties and in no way constitutes an amendment to the original contract.

Any non-compliance shall lead to the suspension by the supplier of invoicing relating to the reception.

The supplier shall inform the purchaser immediately of any defect which he may have detected in his products to limit the harmful consequences.

It is the responsibility of the supplier to obtain, at his own cost, all necessary authorizations, and to transmit, free of charge and without delay, the necessary documents, media and certificates forming an integral part of the supply and traceability items relating thereto.

If, during the period of the contractual guarantee, it is necessary to supply a replacement for a defective element, the period for the guarantee of this replacement element shall run from the date on which it enters service.

This order is subject to warranty clauses periods defined for the supplies concerned by the International Union of Railways in the various specifications pertaining thereto. Otherwise, SNCF warranty clauses and periods taken from the general schedule of conditions applicable to supply contracts, issued in 1983, to the latest amendment, shall be applied.

16. Liability for the product and Insurance

Within the scope of the provision of products and services ordered by the purchaser, the supplier undertakes, both in his capacity as trustee and as manufacturer, to take out insurance policies against risks of damages of any nature, whether direct or indirect (*including bodily, material and non-material damage pursuant or not to an accident or an insured risk and recall campaigns*), whether foreseeable or not, caused by him or arising due to the good sold and shall provide evidence of this whenever called upon by the purchaser to do so..

17. Force majeure

In the event of a case of force majeure, as defined in the French civil code (unforeseen, unpreventable and outside of the control of the parties), the party invoking it shall take steps to mitigate its effects and shall notify the other party of the occurrence immediately and using all means at his disposal, and shall confirm by registered letter with proof of delivery, exposing the facts with which he finds himself confronted, the consequences which may be envisaged and the initial steps that have been taken.

If the case of force majeure is prolonged for a period which is incompatible with the needs of the purchaser, counting from the date of notification, the purchaser has the right to terminate all or part of the order under conditions stated in the paragraph 'Termination'.

18. Employment legislation

Your equipment and other services shall comply with regulations relating to workplace safety at the time of delivery/performance, and to provisions for classified facilities.

The supplier undertakes to observe the employment law in force within his country. When asked to do so by the purchaser, he shall provide him with corresponding valid certification.

19. Applicable law and jurisdiction

The law applicable to the order is French law, excepting any international conventions, in particular the Vienna Convention of 11 April 1980 on the International Sale of Goods.

It is expressly agreed that for any dispute that may arise in connection with the interpretation or enforcement of the order, the court which has jurisdiction will be that which has jurisdiction over our registered office.