

**PREAMBLE**

In the absence of any prior agreement, the Supplier hereby accepts these General Conditions of Purchasing without reservation.  
The Supplier waives the right to invoke any document (whether an invoice or another Supplier document) that contradicts any clause herein.

**1. DEFINITIONS AND CONTRACTUAL DOCUMENTS**

**Order:** a printed or electronic document via which *DARCO* orders supplies, whether accompanied by a service or not, from the Supplier.

**Contract:** sales agreement under which the Supplier undertakes to sell *DARCO* the Supplies, whether accompanied by a service or not.

**Supplies:** the products, raw materials, packaging or associated services ordered by *DARCO* from the Supplier.

**Parties:** *DARCO* (*DARCO SA*) and the Supplier.

**Site:** the premises of *DARCO* or a third party concerned by the delivery of the Supplies and specified in the Order.

All obligations must be set down in writing (as must any modifications to them) and should result in a purchase order being issued. The Supplier may not claim that *DARCO* has given any sort of tacit agreement under any circumstances. Only documents signed by an authorised person and bearing the letterhead of *DARCO* or one of the companies in its group, and that make reference to these General Conditions, shall be binding on *DARCO*.

**2. ACKNOWLEDGEMENT OF RECEIPT**

Orders will not become final until *DARCO* has received (within 8 calendar days) an acknowledgement of receipt, which should be attached to the order, with nothing modified or crossed out, and dated and bearing the Supplier's company stamp. Any other document enclosed with this acknowledgement of receipt shall be null and void. If the acknowledgement of receipt is not received within the abovementioned period, the Order will be deemed accepted by the Supplier.

*DARCO* may modify or cancel any order until it has been confirmed by the Supplier. *DARCO* must therefore be informed as soon as possible of any changes in price or delivery schedule that result from any modifications it has requested.

Orders accepted by the Supplier constitute a firm and binding undertaking on its part and its agreement to be bound by these General Conditions of purchasing, unless any written caveats to these have been formally accepted by *DARCO*.

**3. PRICES**

Unless otherwise agreed, prices on orders shall be deemed fixed, firm and final and inclusive of shipping and packaging; otherwise, Incoterms shall apply. Any packaging instructions or service requests must be notified to the Purchaser prior to dispatch, and must be mentioned on the Supplier's delivery note. No additional costs, charges or fees of any nature may be applied unless expressly agreed by the Parties.

No advance payments, down payments or deposits shall be due for orders, unless specifically stated in the order or in the special terms and conditions.

**4. DELIVERY CONDITIONS****4.1 Deadlines**

Delivery dates must be observed and apply to all Supplies shipped to the delivery location stated on the Order. (In accordance with Incoterms).

The Supplier must inform *DARCO*, immediately and in writing, in the event of any delay occurring for whatever reason while an Order is being carried out, giving details of its likely duration and the consequences for delivery times.

This strict deadline is an essential prerequisite for obtaining *DARCO*'s approval. The Supplier shall be wholly liable for any delays in delivery, and as a result shall bear all direct and harmful consequences thereof, without prejudice to *DARCO*'s right to cancel the Order in question (without having to go to court to have it cancelled), or its right to call on any other party it may deem fit, if the failure to deliver continues for over one month, to obtain the Supplies specified in the Order in question. In this latter scenario, any additional costs and fees associated with this new purchase will be borne by the Supplier in default.

If there is a delay to one of the contractual deadlines set out in the Order, *DARCO* may charge a penalty of 0.5% (zero point five percent) of the price of the delayed batch of Supplies per working day's delay.

The maximum percentage of all penalties accrued for lateness may not exceed 10% of the total amount of the order excluding tax.

These penalties shall be payable without any formal notice to pay needing to be sent and shall be paid in the form of credit notes, automatically redeemed against any other open order/contract with the Supplier.

**4.2 Packaging**

Any specific packaging instructions must be set out in the Supplier's delivery note, in order to be accepted by *DARCO*.

No packaging charges will be accepted unless expressly stipulated in the Order.

**4.3 Shipping**

Unless the Order stipulates otherwise, orders shall be shipped DAP Incoterms to the designated Site.

Deliveries must be made to the address given in the order. All goods must have labels bearing their *DARCO* order number, the Supplier's name, a description of the items, the quantity included and the Supplier's batch number.

A delivery note must be generated for each shipment. This note must be sent with the Supplies and stipulate:

- the order number
- the item reference
- the shipping method
- the recipient Site
- a description of the goods shipped and their weight
- the number of units ordered for each product or item
- the batch number(s), where applicable
- the reference numbers of the relevant quality documents (reports, CC, etc.)

The Supplier shall be responsible for packaging the Supplies ready for shipment, and this packaging must constitute effective and adequate protection that will ensure the quality of the Supplies remains unaffected until they are delivered.

**4.4. Reception**

Reception entails the acceptance of the delivery by *DARCO* and the associated obligation to pay the Supplier. It takes place at the Site specified on the order. A quality and quantity check will be carried out to determine whether the Supplies are in conformity with the Order. If *DARCO* notifies the Supplier of any non-conformities, the Supplier must take all necessary steps to have the refused products removed at its own cost within a maximum of 30 calendar days from the notification of refusal, and during *DARCO*'s opening hours.

**5. INVOICING AND PAYMENT**

Invoices must be drawn up in duplicate for each Order and must set out all the information stipulated in Article L. 441-3 of the French Commercial Code as well as the Order number.

Invoices shall be payable within 45 days by end of the month date of invoice, by bank transfer, unless stipulated otherwise.

The Supplier hereby expressly authorises *DARCO* to set off any sums due from *DARCO*, or any factoring agents, against any sums due from the Supplier, for any reason whatsoever.

If the Supplier is entitled to apply penalties for late payment, these shall not exceed the amount resulting from applying a rate of three times the legal interest rate, to the exclusion of any fixed fees.

N.B. the date of an invoice may not predate the date of shipping + 3 calendar days, or, for a service associated with a delivery, the end date of that service.

**6. INSURANCE**

Before beginning to execute any Order, the Supplier undertakes to prove that it has taken out a civil liability insurance policy covering the liability to which it is exposed as a result of performing this contract for any personal injury or damage to property.

In this regard, it will provide *DARCO* with its civil and professional insurance certificates, duly completed and signed by its insurer, on first request from *DARCO*. The fact that the abovementioned insurance certificates have been provided shall not under any circumstances constitute an acknowledgement by *DARCO* of a limitation of the Supplier's liability towards it.

**7. QUALITY**

The Supplier undertakes to provide *DARCO*, at the latter's simple request, with all information needed to identify the origin, place and date of manufacture of the Supplies or components making up the Supplies, the quality checks carried out, and the series or batch numbers.

**8. SUPPLIER LIABILITY**

The Supplier undertakes to comply fully with any obligations set down in the contract documents or the product or packaging specification(s) relating to an Order. Prior written permission must be obtained from *DARCO* before subcontracting all or part of any Order. The Supplier undertakes in particular to ensure that these General Conditions are observed by its subcontractors.

If any specifically defined or custom products or services are provided, and a manufacturing process has been agreed, this process may not be modified without *DARCO*'s prior approval.

If any breach in the contractual provisions is detected subsequent to reception, the Supplier undertakes to take back the Supplies at its own expense and risk, as soon as possible, and may not claim any compensation or damages from *DARCO* as a result.

*DARCO* reserves the right to bring any claims within a period of 60 calendar days after delivery and after the quality documents pertaining to the delivery in question have been submitted.

The Supplier warrants that the products and packaging delivered are free from any defect or contamination of any nature whatsoever. This shall not under any circumstances exclude liability for latent defects, which shall continue to vest in the Supplier (Articles 1641 et seq. of the French Civil Code).

The Supplier undertakes to meet all applicable legal and regulatory obligations with regard to the packaging and labelling of any goods or packaging delivered as part of any Order. It shall inform *DARCO* of any specific storage conditions required to ensure their good condition.

**9. WARRANTY**

In the absence of any specific provisions in the order, supplies/services are under warranty for 12 months after their delivery, unless more favourable conditions are stipulated by the Supplier.

This warranty automatically includes spare parts, labour and any necessary transportation. The Supplier warrants that the Supplies are in conformity with the description, specifications or samples mentioned in the contractual documents. The conformity of any Supplies delivered also depends on the quantities ordered and whether the products were sourced from the location specified in the contract documents and/or purchase order and, as a result, reservations about these may lead to the implementation of the above provisions.

In the event that any Supplies provided are faulty or defective, the Supplier must, as part of the warranty it grants in respect of its Supplies and independently of any specific terms and conditions set out in the Order, replace the Supplies or render them fit for their intended purpose, at no cost to *DARCO*, and with the latter's prior written approval. If the Supplies are not repaired or replaced within 30 calendar days of the request from *DARCO* to do so, *DARCO* may act on the Supplier's behalf and have the necessary operations carried out by a third party of its choice. In any event, the Supplier shall bear all repair or replacement costs incurred, including travel costs, labour and transport. *DARCO* reserves the right to cancel or reduce an Order, subject to giving the Supplier formal notice, if the Supplier refuses to or cannot meet its technical or commercial obligations under the conditions of the Order in question, without prejudice to *DARCO*'s right to claim damages.

**10. FORCE MAJEURE**

The Parties may not be held liable or deemed to be in breach of their contractual obligations where any failure to perform their respective obligations is attributable to a case of force majeure. The execution of the Order between the Parties shall then be suspended until the circumstances giving rise to the case of force majeure have been resolved. Force majeure refers to unavoidable events or circumstances, external to the Parties, that occur unforeseeably and independently of the Parties' wishes, in spite of all reasonably possible efforts made to prevent them. If a Party is affected by force majeure, it shall inform the other Party within five (5) working days after the date on which it became aware of the circumstance. Both Parties shall then agree on the conditions under which the Order will be executed.

**11. INDUSTRIAL PROPERTY**

With regard to patents or licences, any rights arising from the raw materials and packaging used are the exclusive responsibility of the Supplier.

The Supplier warrants that use of the Supplies forming the subject of any order does not breach the rights of any third parties and that there is no pending litigation concerning their use.

The Supplier shall handle any infringement actions or other legal actions that may be brought in respect of any Supplies delivered. Where applicable, it shall reimburse any sums incurred by *DARCO* in fighting any legal claims brought against the latter.

**12. CONFIDENTIALITY**

Generally speaking, the Supplier is bound by a duty of 'professional secrecy' and hereby undertakes to refrain from communicating any or all technical and commercial information gathered during the execution of an Order and pertaining to *DARCO*'s activity, to any party whatsoever without the prior written consent of *DARCO*.

**13. TRANSFER OF OWNERSHIP**

In the absence of any provisions to the contrary in the specific terms and conditions for an order, transfer of risk shall take place in accordance with Incoterms. Transfer of ownership shall take place when the items concerned have been paid for in full. *DARCO* will refuse to recognise any retention of title clause that it has not expressly approved in writing and in advance.

**14. APPLICABLE LAW AND JURISDICTION**

Any disputes arising as to the execution or interpretation of our orders shall be brought before the courts of the client's registered office. These general conditions of purchasing and the Orders placed under them are governed by French law.