

GENERAL CONDITIONS OF PURCHASE

Article 1 – ACKNOWLEDGEMENT OF ORDER

These conditions of purchase as well as the particular conditions expressed on the purchase order will rule any and all purchases. Unless accepted expressly and in writing by our company, the conditions of sale as provided for on the confirmation of purchase order, invoice or other documents emanating from the suppliers will be considered as null and void.

The supplier must acknowledge receipt of the order, and this, in all cases, prior to delivery and no later than within eight days of the order. Failure of which, the terms and conditions of the purchase order form are deemed to be accepted.

In case of export sales, INCOTERMS will apply in their latest version and other publications of the International Chamber of Commerce ("ICC").

Article 2 - DELIVERY TERM

All deliveries must be made free of all charges at the destination and be accompanied by a delivery note ("BL") prepared in two copies, bearing the mention of our order number, item number, references, descriptions and delivered quantities.

The delivery date mentioned on the purchase orders are to be respected.

Unless expressly indicated by us, the dates will be the dates of arrival of the good or materials in our premises.

Article 3 - TRANSFER OF OWNERSHIP

Ownership of goods delivered to our Company is acquired during the actual delivery in our premises or any other place as required by BELMAR.

Any retention of property is void against our Company except with express written from BELMAR.

Risk transfer is subject to the agreed delivery. Unless agreement provided, risk, responsibility is transferred to BELMAR upon delivery of goods at the agreed delivery location.

Article 4 – CERTIFICATES & DOCUMENTS

Unless special conditions negotiated and specified on the order, delivery will be finalized when the supplier has provided all documents requested on order: In particular, compliance certificates, certificates of origin, test certificates, manuals and documentation ...

Article 5 - TRANSPORT

Unless otherwise mentioned, insurance will be provided by the supplier and/or the carrier company, according to listed Incoterm on our order. Related costs are at supplier's expense.

Article 6 - DENIAL-FAILURE

In the event of non conformity of the goods or materials delivered to the specifications indicated in the purchase order, we reserve the right to reject the goods. Related costs of return are at supplier's expense within three weeks. After this time, goods will be returned to the supplier, at the latter's expense.

Article 7 - INVOICES

Invoices shall be received in two copies within 5 days of delivery, bearing the order number, item number and delivery notes number.

Payment of the invoices will be made following month for deliveries performed between the 25th and last day of the month.

Article 8 - PAYMENT

Payment is done at 45 days end of month of delivery, unless special agreement stipulated on the order.

Article 9 - DELAY OF DELIVERY - PENALTIES

We reserve the right to cancel the purchase order or part of the purchase order if delivery occur after the contract date.

Article 10 - GUARANTEE - LIABILITY

The supplier guarantees the products sold for a period of one year after delivery to final user, according to the French Civil Code, supplemented as follows:

- The provider is responsible not only for latent defects, but also the defects, notwithstanding the receipt of goods.
- The provider agrees to indemnify our Company against any action that has its origin in the hidden defect or a supply delivered by him.

. In addition, the Supplier will be liable for any damages caused by the equipment or goods delivered under the provisions of Articles 1386 and following of the French Civil Code governing product liability. Any clause limiting in any manner whatsoever the extent of that liability will be void against BELMAR.

Article 11 - PRIVACY – PROPERTY RIGHTS

The supplier shall take all measures to prevent disclosure of information received from BELMAR.

Under no circumstances and in any form, orders may not result in direct or indirect advertising without our prior written permission.

Drawings, documents, samples and models plans, communicated to the supplier remain our exclusive property.

The supplier shall not, without express permission from us to sell or give to a third party, any goods manufactured to our specifications, data or using our tools.

Article 12 - TERMINATION OF ORDER

Any breach of any terms of these General Conditions of Purchase may, at our discretion, result in cancellation of the order. This termination will occur the day of receipt of our registered letter with acknowledgement of receipt, informing the supplier of the decision and its grounds. BELMAR will be entitled to ask for full restitution of any advance payment.

Article 13 - APPLICABLE LAW - JURISDICTION

Contracts arising from orders are governed by French law.

In case of dispute, only the Court of our Head Office in Brest will be competent.