

#### ARTICLE 1 : SCOPE

- 1.1. The following terms and conditions apply to all order s and agreements from, with or by Hannecard NV. They are an integral part of each order and/or agreement made with the supplier.
- 1.2. The supplier explicitly agrees with the general and special conditions and recognizes that these conditions prevail over the terms and conditions offered by the supplier.

#### ARTICLE 2 : PRICE REQUEST - QUOTATION - ORDER - ORDER CONFIRMATION

- 2.1. A price request from Hannecard NV is to be followed by a quotation from the supplier. All quotations are free of charge and without any obligation by Hannecard NV.
- 2.2. An agreement with the supplier is established when Hannecard NV has accepted a written quotation by the supplier through a written order. A lack of response by Hannecard NV cannot be interpreted as an acceptance of the offer.
- 2.3. Any sent order must be confirmed by the supplier within 24 h, by fax or email.
- 2.4. All confirmations must mention exact delivery terms, quantities and prices. Our purchase order number and any possible additional reference(s) must appear in the confirmation and in any other document. Any failure to observe this may cause delays in the receipt of goods or can even lead to a refusal of the delivery. All possible resulting costs shall be borne by the supplier.
- 2.5. At any time, Hannecard NV has the right to add and/or change the confirmed order. The supplier is obliged to accept these additions and/or changes with due regard to the described conditions. If, due to these additions and/or modifications, the delivery term is compromised, then the supplier shall notify Hannecard NV in writing with significant explanation.
- 2.6. All delays, changes, incomplete deliveries by the supplier must immediately be reported to Hannecard NV by phone, fax or mail. Any change to the order must be pre-approved in writing by Hannecard NV.

#### ARTICLE 3 : PRICES & COSTS

- 3.1. The supplier is in no way authorized to increase prices unilaterally on any ground whatsoever. For this purpose, a separate written notification must be sent with clear description of the goods/products and the new proposed prices. Price increases must be submitted for approval to Hannecard NV in writing at least one month before the date of application, otherwise they are not applicable.
- 3.2. Unless otherwise agreed, the price is quoted in euros.

#### ARTICLE 4 : DELIVERY

- 4.1. Products, goods and/or services must be delivered to the address specified in the order. Goods that are not delivered to the correct address may be refused.
- 4.2. When personnel of Hannecard NV staff sign for receipt of delivery, this does not confirm that the products meet the specifications agreed in the order.
- 4.3. Delivered goods with differences in quality and/or damaged goods will be refused and returned with the driver. All possible costs involved are borne by the supplier.
- 4.4. Only products with a packing list or delivery note can be accepted for receipt. This list or note must also be submitted in case of delivery by express services or via intermediary trade.
- 4.5. Delivery hours in the warehouse are:  
Mon - Friday: 8h00 – 12h00 & 13h00 – 16h00  
120 allée des Pelouses 72200 La Flèche

- 4.6. Partial deliveries are only allowed if agreed in writing between both parties. Hannecard NV has the right to refuse all (partial) deliveries not agreed upon.
- 4.7. In case of exceeding the agreed supplier delivery deadline, the supplier will automatically be declared in default. In that case, Hannecard NV reserves the right to cancel the agreement and/or to charge all incurred losses.
- 4.8. In case of force majeure by which the supplier cannot meet his obligation to respect the delivery term, the supplier must immediately inform Hannecard NV in writing and within 24h after discovery of the force majeure at the latest, mentioning the nature of the circumstances, the measures taken and the likely duration of delay, under penalty of forfeiture of the right for the supplier to invoke force majeure.
- 4.9. Delivery date being overrun without prior notice results in a penalty charged to the supplier of 10% of the amount of the order, notwithstanding the right of Hannecard NV to prove any additional suffered damage, including the penalties which Hannecard NV has to pay because of the delay in delivery by the supplier.

#### ARTICLE 5 : PROPERTY

- 5.1. The ownership of supplied goods or of products to be delivered is not transferred to Hannecard NV until the moment of acceptance by Hannecard NV in its warehouses of the delivery complying with the specifications, i.e. that the delivery is not rejected for non-conformity with the order and/or for visible defects.  
In case of rejection of the delivered products by Hannecard NV, the products remain property of the supplier, who continues to bear the risk of the products.
- 5.2. In case of a non-conforming delivery (a delivery not meeting the order specifications, and/or visible defects, Hannecard NV retains the right of a reasonable delay after discovery to inform the supplier and obtain corrective measures. Processing, transforming, commissioning or transferring the delivered goods, do not alter this right.

#### ARTICLE 6 : BILLING - PAYMENT

- 6.1. Invoices must be sent in two copies.
- 6.2. The standard payment terms are 45 days end of month or immediate payment within 10 working days after receipt of the invoice with a discount of 1%. Exception is only possible with written consent
- 6.3. Payment does not imply acceptance of the goods, nor any renunciation of rights and/or claims with respect to the supplier. Hannecard NV is entitled to (fully or partially) suspend payment in case of a failure attributable to the supplier, this after written notification to the supplier.
- 6.4. Hannecard NV has the right to offset outstanding debts to the supplier with receivables from the supplier.
- 6.5. When an advance payment is required, Hannecard NV may request a bank guarantee from the supplier.

#### ARTICLE 7 : WARRANTY

- 7.1. Any loss suffered by Hannecard NV due to the supplier not fulfilling his obligations agreed upon, is the liability of the supplier. The losses can be extended to and include claims by third parties at the expense of Hannecard NV.
- 7.2. An inspection/approval of the goods does not discharge the supplier of his warranty obligations if deficiencies were observed at a later stage.
- 7.3. The supplier confirms having subscribed an adequate insurance « product liability after delivery ». At first request by Hannecard NV, the supplier will present evidence of all subscribed insurance contracts as well as proof of payment of the insurance premiums.
- 7.4. These warranty regulations are transferable.

#### ARTICLE 8 : INSPECTION / CERTIFICATES

- 8.1. At any time Hannecard NV has the right, even before delivery, to inspect the supplier's products at his premises, with cooperation of the supplier.
- 8.2. Rejected, damaged or unusable items or products will be replaced or repaired by the supplier at his charge and within reasonable delay..
- 8.3. If requested, all required certificates are to be sent within a delay as determined in the order.

#### ARTICLE 9 : CONFIDENTIALITY

- 9.1. The supplier assumes the obligation to keep confidential all information and data with regard to Hannecard NV and its products and not to disclose them to third parties.

#### ARTICLE 10 : TERMINATION OF THE CONTRACT

- 10.1. In the following cases, Hannecard NV has the right to terminate the contract without prior notice and without judicial intervention:
  - A) If bankruptcy or legal debt restructuring is requested by the supplier or has been pronounced;
  - B) If the supplier has been put under judicial supervision or is in judicial reorganization or similar procedure;
  - C) If the business activity of the supplier is discontinued or stopped;
  - D) If the supplier fails to comply with the obligations stipulated in articles 4.7. and 4.8. of the current conditions of purchase.
- 10.2. Upon termination of the contract in accordance with article 10.1 of the present conditions of purchase, Hannecard NV is entitled to compensation with a minimum flat-rate percentage of 30% of the agreed price, and more if proven by Hannecard NV.

#### ARTICLE 11 : APPLICABLE LAW - JURISDICTION

- 11.1. All agreements concluded with Hannecard SAS are subject to FRENCH law.
- 11.2. In case of dispute, only the Court of commerce of le Mans is competent.