

# GTC

## General Terms of Purchase

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**DOCUMENT CONTROL**

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## **Description**

This document defines the framework applicable to any purchase order of goods or services made by ADVEEZ. This framework specifies the requirements in terms of quality, deadlines, regulatory compliance, and supplier responsibility. All suppliers agree to comply with the content of these General Terms and Conditions of Purchase

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## 1 Preamble

By accepting any order from the Client, the Supplier unreservedly accepts these General Terms and Conditions of Purchase and Payment.

The Supplier waives the right to invoke any document (invoice or other supplier document) that contradicts any clause of these terms.

The Client: ADVEEZ SAS, with a share capital of €751,340, headquartered in Colomiers, registered with the RCS of Toulouse under number SIREN 532866563, represented by Mr. Antoine SADRIN, Purchasing Director.

The Supplier: <Company Name>, <Legal Form> with a share capital of <Amount> euros, headquartered at <Full Address>, registered with the RCS of <City> under SIREN number <9 digits>, represented by Mr./Ms. <First and Last Name>, <Position>.

## 2 Definitions and Contractual Documents

- **Order:** A paper or electronic document through which the Client orders the supply from the Supplier.
- **Contract:** A sales contract under which the Supplier agrees to sell the supply to the Client.
- **Supply:** Products, raw materials, packaging, or services ordered by the Client from the Supplier.
- **Parties:** The Client and the Supplier.
- **Site:** The Client's premises or a third party's premises concerned by the delivery of the supply, as mentioned in the order.

### Contractual Documents:

Any order must be in writing (as must any modification thereto) and must result in a purchase order being issued. The Supplier may not rely on any tacit agreement from the Client. Only documents signed by an authorized person bearing the Client's letterhead (or that of a Group entity) and referencing these GTC shall be binding

## 3 Order Acknowledgement

An order becomes definitive only once the Client receives confirmation of the attached order acknowledgment within a maximum of 2 days, without any modification or erasure, dated and stamped with the Supplier's business seal. Any document attached to this acknowledgment shall be deemed null and void.

If no acknowledgment is received within the indicated timeframe, the order will be considered accepted by the Client. Until confirmed, the Client may modify or cancel the order. Any changes in price or delivery schedule resulting from the modification must be promptly communicated.

Acceptance of the order implies full and unreserved adherence to these GTC, unless written reservations are expressly accepted by the Client.

## 4 Prices

Unless otherwise agreed, prices are fixed and firm. Any packaging or service charges must be explicitly mentioned on the Supplier's delivery notes to be accepted by the Client. No additional costs or fees will be charged without express agreement.

Orders do not give rise to advance payments (neither deposits nor down payments), unless expressly stated in the order or specific terms.

## 5 Delivery Conditions

### 5.1 Leadtime :

Delivery dates are binding and refer to delivery at the specified location in the order. The Supplier must immediately inform the Client in writing of any delays, their estimated duration, and consequences.

As delivery time is a material and essential term of the agreement, the Supplier shall be fully liable for any delays and bear all related direct or indirect costs. The Client reserves the right to cancel the order without court intervention or to obtain the supply from another source if the issue persists for over one month.

In this case, any additional costs will be borne by the defaulting Supplier. In case of delay, the Client may apply penalties of 1% per business day of delay on the price of the delayed supply lot. These sums are due without prior notice and will be credited to the Client as a discount.

### 5.2 Packaging :

Any special packaging instructions must be included on the Supplier's delivery note to be accepted. Packaging charges are only accepted if explicitly agreed in the order.

### 5.3 Shipping :

Unless otherwise specified, shipping is DDP (Delivered Duty Paid) to the designated Site. Deliveries must be made to the address indicated in the order. Goods must be labeled with the Client's order number, Supplier's name, item description, quantity, and Supplier's lot number. A delivery note must accompany the shipment and include:

- Order number
- Shipping method
- Delivery site
- Item description and weight
- Quantity per item

The Supplier is responsible for adequately protecting the goods during shipment to ensure their integrity. À défaut d'indication contraire dans la commande, les expéditions s'effectuent franco de tous frais au lieu du site désigné.

Les livraisons doivent être faites à l'adresse indiquée sur la commande. Les marchandises doivent être pourvues d'étiquettes portant le numéro de commande du client, le nom du fournisseur, la désignation des articles, la quantité et le numéro de lot du fournisseur.

### 5.4 Receipt :

Receipt implies acceptance and payment obligation. It is performed at the Site specified in the order and includes a quality and quantity check.

In case of non-conformity, the Supplier must collect the rejected products at their own expense within 7 working days from the Client's notification, during the Client's warehouse opening hours.

## 6 Invoicing and Payment Terms

Each invoice must be issued in duplicate per order and include all details required by Article L.441-3 of the French Commercial Code, as well as the order number. Unless otherwise agreed, payment is made by bank transfer within 60 days from the end of the month. The Supplier explicitly authorizes the Client to offset any sums owed by either party –

for any reason. In case of late payment penalties, they are capped at an amount equivalent to three times the legal interest rate.

## **7 Quality assurance :**

Before execution, the Supplier must provide proof of liability insurance covering damages caused in fulfilling this contract. Certificates signed by the insurer must be submitted upon request. This does not constitute a limitation of liability on the Supplier's part. The Supplier shall also provide, upon request, all traceability details (origin, place/date of manufacture, quality checks, serial/lot numbers). In the event of non-conforming products or services, ADVEEZ will raise a non-conformity report. The Supplier must analyze the root cause and implement corrective actions within the agreed timeframe.

## **8 Safety and Environment :**

The Supplier must provide all material certificates and safety data sheets for hazardous goods and comply with REACH and RoHS regulations. These documents must be available upon request at any time.

## **9 Supplier Responsibility :**

The Supplier must comply with all technical specifications and may not subcontract any part without prior written approval. No changes to the production process or site may be made without Client approval. If specifications are not met, the Supplier shall take back the goods at its own risk and expense. The Supplier guarantees that products are free from any defects or contamination. Hidden defects remain the Supplier's responsibility under French Civil Code Articles 1641. The Supplier must comply with all applicable regulations for labeling, packaging, and storage.

## **10 Supplier evaluation :**

Suppliers identified as "at risk" will be continuously evaluated throughout the year based on Quality, Cost, and Delivery (QCD). An annual report will be shared. In case of poor performance, a corrective action plan will be required and monitored.

## **11 Warranty :**

The Supplier guarantees the supply conforms to specifications, quantities, and origin requirements as stated in the order. If the supply is defective, the Supplier must repair or replace it at no cost, within <Number of days> business days. If not resolved within the deadline, the Client may seek repairs/replacements at the Supplier's expense.

## **12 Force majeure :**

Neither party is liable for non-performance due to force majeure events, which suspend the execution of the order. The affected party must notify the other within 5 business days. The parties will then agree on how to proceed..

## **13 Intellectual Property :**

The Supplier assumes full responsibility for any patents/licenses used in supplies. The Supplier guarantees that the supplies do not infringe on third-party rights and will bear all consequences of any related claims.

## **14 Advertising, Confidentiality, and Trade Secret :**

The Supplier must not disclose any technical or commercial information related to the Client's activity without prior written consent. All project-related documents must remain confidential and not be shared with third parties.

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## **15 Right of Assignment :**

The Client may assign all or part of its orders and related rights and obligations to a third party. Unless otherwise stated, ownership and risk transfer occur upon full and proper delivery. Any retention of title clauses not explicitly accepted in writing by the Client are rejected.

## **16 Anti-Counterfeiting :**

Counterfeiting poses a serious risk. The Supplier shall refrain from any activity that may infringe upon the Client's rights and must inform and assist the Client if infringement occurs.

## **17 Subcontracting, Forced Labor, Child Labor :**

Orders may not be executed, in whole or in part, by a designated subcontractor without the prior, written, and specific approval of the client. The supplier acknowledges that it fulfills all social and tax obligations related to its legal status, and in particular, that it complies with the provisions of Law No. 97-210 of March 11, 1997, aimed at strengthening the fight against undeclared work.

The supplier agrees to provide, at the time of signing this contract, the documents specified in Article D 8222-5 of the French Labor Code to demonstrate compliance with the above-mentioned legal obligations. This contractual clause is considered essential. The provision of these documents constitutes a condition precedent of the present agreement. Furthermore, for any contract exceeding six (6) months, these documents must be resubmitted to the client every six months until the contract expires.

The supplier shall comply with all applicable laws and regulations and shall adhere to the principles of the ILO's core conventions, namely: C29 and C105 on the abolition of forced labor, C138 and C182 on the elimination of child labor, C100 and C111 on equality, and C87 and C98 on freedom of association and collective bargaining.

In particular, the supplier certifies and guarantees that no product purchased by the client and manufactured either by the supplier or by one of its own suppliers has been produced, assembled, or packaged using forced labor, prison labor (except as part of a rehabilitation program during the sentence), hazardous labor, undeclared labor and/or child labor involving individuals under the age of 16. This age limit is stricter than that imposed by ILO Convention C138. The supplier shall only deliver products that fully comply with all legal and regulatory requirements of the country in which they are manufactured. The supplier acknowledges that any breach of this clause may result in the immediate termination of the contract by the client, who may also cease all business relations with the supplier, without any further liability on the part of the client.

## **18 Corporate Social and Environmental Responsibility (CSR) :**

ADVEEZ favors suppliers who have implemented strong CSR policies. These include sustainable and ethical business practices.

## **19 Applicable Law and Jurisdiction :**

All disputes regarding the execution or interpretation of orders fall under the jurisdiction of the courts of France. These GTC and related orders are governed by French law.

## **20 GDPR Compliance :**

If the Supplier processes personal data, they must fully comply with the General Data Protection Regulation (GDPR). Data must only be processed under ADVEEZ's instructions and kept secure and confidential. The Supplier agrees to cooperate with ADVEEZ's Data Protection Officer (DPO) and comply with data requests. Non-compliance may result in contractual penalties or termination.