

TERMS OF PURCHASE

In case of discrepancies between the French and English version in the Terms of Purchase, the French version prevails.

1) DEFINITIONS - CONTRACTUAL DOCUMENTS - ORDER ACCEPTANCE

1.1 TERMS

Unless otherwise provided in the special conditions, the following terms have the following definitions:

- «Order» is the purchase agreement entered into by SMAC with Supplier pursuant to the Special Conditions. Such purchase agreement shall consist of the following contractual documents: these general purchase terms and conditions, the special terms and conditions which shall include, but not be limited to, prices, payment terms, technical specifications, etc.

In the event of discrepancies between the contract documents, the order of priority, unless otherwise provided, shall be as follows:

1. The special conditions
2. These general conditions of purchase

- «Supplier» shall be the supplier named in the Special Conditions.

- «Service» shall be the service specified in the Special Conditions.

1.2 AMENDMENT

Any changes to the Order shall be made only by means of an amendment to the original Order.

1.3 ACKNOWLEDGMENT OF RECEIPT

The Supplier shall acknowledge receipt of the Order to SMAC within 5 calendar days. Acceptance of an Order automatically implies the application of SMAC's special terms and conditions, these general terms and conditions, and waiver by the Supplier of its own terms and conditions of sale.

These terms and conditions of purchase supersede any prior written or oral agreement relating to the Service that is the subject of the Order.

Any commencement of performance of the Order by the Supplier shall expressly constitute acceptance of the Order, including these General Terms and Conditions of Purchase, even if Supplier has not returned the acknowledgement of receipt provided for in this Article.

2) DEADLINES

Unless otherwise specified in the Special Conditions, deadlines are understood to mean delivery to the address indicated on the Order. Deadlines must be met.

SMAC reserves the right to terminate by a simple letter or message all or part of an Order that has not been fulfilled within the set timeframe.

In addition, in such event, SMAC may seek compensation for the damage caused, and shall reserve the right to place an Order with a third party at the defaulting Supplier's expense and risk, with the defaulting Supplier being responsible for any additional expenses resulting from the failure to complete the Order in the required time.

Without prejudice to the provisions detailed above, the Supplier may be liable for late payment penalties calculated on the basis of the formula $VR/100$ and capped at 10% (V = amount of the overdue lot, R = number of days of delay).

3) DELIVERY

All deliveries shall be made during the business hours of the receiving agency and at the location(s) designated on the Order. All deliveries may be refused if not accompanied by a delivery slip for each Order, on Supplier's letterhead, showing the Order number (designation, specification, etc...) and, if applicable, its detailed breakdown by case or other packaging, as well as gross and net weights.

SMAC shall not be liable for any delay in payment caused by a delivery slip not being submitted, insufficiently filled out or illegible. Quantities shall be as specified in the Order. SMAC reserves the right to return to Supplier, at Supplier's expense, early or excess deliveries, and to claim any missing quantity as specified in the Order.

4) PRICE

Unless otherwise specified in the special conditions, prices quoted are firm and non-revisable and are for Service rendered at the place of delivery specified on each Order, carriage and packaging free, and net of all duties.

5) PACKAGING

Unless otherwise provided in the special conditions, packaging shall be carriage free and shall not be returned to Supplier.

6) ACCEPTANCE

Any Supply shall be considered as accepted only after verification of the Supply in accordance with the specification clauses of the Order or the current standards. The inspection carried out at the Supplier's premises by an administration or any other organization shall not, under any circumstances, constitute a derogation from this Article.

7) RETURNS

SMAC reserves the right to return, at the costs and risks of the Supplier, and to request the replacement or refunding of any non-accepted Service, regardless of the application of the guarantee covering the delivered and accepted Service.

8) GUARANTEES AND STANDARDS

Acceptance of an Order by the Supplier implies, in particular, the warranty (parts and labor) of the Service against hidden material defects, defects in execution, adjustment and installation, professional faults, transportation costs following the return and reshipment of the defective Service, even if resold by SMAC, from and to the place of its implementation.

Unless otherwise provided in the Special Conditions, the warranty period shall be twenty-four (24) months from acceptance of the Service as provided in Section 6 above.

Any Service or part of a Service repaired under warranty will receive a new one of twenty-four (24) months from the date of its return to SMAC. In the event that the entire Service is immobilized due to a defective part, the initial warranty will be extended for the number of days that the Service could not be used.

Any Service subject to standardization (AFNOR, OCT, MIL, JEDEC, etc.) shall be delivered in full compliance with the relevant standards. In the absence of official standards, SMAC's specification, as soon as it has been given to the Supplier, shall constitute the reference and control document. The products delivered by the Supplier comply with all aspects of environmental requirements and in particular of REACH requirements.

9) INVOICES

Invoices must be sent to SMAC in duplicate and must include the Order number, the designation and number of Services, the dates and references of the delivery slip and the detailed price.

10) PAYMENT

Unless otherwise provided in the special conditions, payments shall be made in accordance with the general conditions of the French Commercial Code.

The payment of an invoice shall not in any way imply automatic acceptance of the delivered Service(s).

11) INDUSTRIAL AND INTELLECTUAL PROPERTY

11.1 The Order does not imply any assignment or grant of intellectual and/or industrial property rights or any transfer of technology from SMAC to the Supplier, who shall refrain from exploiting and/or filing and/or registering any right or title to intellectual property (i) relating to any element or information that SMAC would make available to it or (ii) that it may have created or invented specifically in the context of or in connection with an Order. In the same way, the Supplier shall not use, communicate or market, directly or indirectly and in any way whatsoever, SMAC's own know-how, and/or that of SMAC's customers, subcontractors, partners and suppliers, of which the Supplier would have been aware of in connection with an Order.

11.2 Each Party retains, subject to the rights of third parties, the intellectual property rights to its prior knowledge generated or acquired independently and/or prior to the date of execution of the Order (hereinafter referred to as «Own Knowledge»).

11.3 The Supplier grants SMAC, for the entire duration of their legal protection, worldwide, for all types of exploitation and in all fields of application, in consideration of the payments due and as the Order is executed, the non-exclusive rights to use, reproduce, represent, adapt, modify, translate, manufacture by any means and on any support, its Own Knowledge necessary for the exploitation of the Results, as defined below.

11.4 The term «Result» means, without limitation, the results of work and Services, information, knowledge, inventions, know-how, software, databases, packages, plans, documents, photographs, videos, drawings, models, names, domain names, signs, logos, colors, graphics or other signs, models, prototypes, Supplies, processes and methods, regardless of their nature and/or support, whether or not they are protected by a title or an intellectual property right, resulting from the performance of the Purchase Order by the Supplier.

11.5 SMAC acquires full ownership of the Results, in this context, the Supplier assigns to SMAC, on an exclusive basis, in consideration of the payments due and as they are developed, and even if they have not yet been communicated by the Supplier to SMAC, all the economic rights of intellectual property relating to the Results, for the entire duration of their legal protection and throughout the world. As such, SMAC acquires without limitation, for any kind of exploitation and in any field of application, the rights to use, reproduce, represent, adapt, modify, translate, manufacture, distribute, and commercially exploit all or part of the Results, by any means and on any existing or future media.

11.6 SMAC may transfer to any third party, by way of assignment, concession or any other legal means, all or part of the intellectual property rights assigned or granted to it by the Supplier.

11.7 In the event that the performance of the Order results in industrially protectable Results, SMAC alone may file in its name, on its behalf and at its expense, any application for industrial property rights on the said Results. In this context, SMAC shall be the sole owner of any patents, trademarks, designs or other intellectual property resulting from the Order, whether or not the invention or creation is voluntary. In this context, the Supplier undertakes that each of its employees and/or creators or inventors will carry out all the formalities necessary to enable SMAC to register the industrial property title throughout the world.

11.8 No confidentiality or copyright mention affixed by Supplier to all or any part of the Results, or any patent or other intellectual property right held by Supplier, shall be used against or interfere with any rights assigned or granted by Supplier to SMAC under the Order.

11.9 Supplier shall indicate in the Order to SMAC which intellectual property rights held by third parties may be necessary for the performance of the Order and the exploitation of the Results in accordance with the provisions of this Article. Supplier shall be responsible for obtaining such rights from the relevant third parties.

11.10 The price of the assignment or grant of intellectual property rights on the own knowledge, any rights and royalties related to the intellectual property rights of third parties necessary to execute the Order and to exploit the Results in accordance with the provisions of this Article, as well as the remuneration of the inventors depending on the Supplier, shall be included as a lump sum in the price paid to the Supplier for the performance of the Order.

11.11 Supplier warrants that the tangible or intangible property transferred to SMAC is not encumbered by any real or personal right, and is not subject to any dismemberment of ownership that would defeat or restrict the scope of the transfer of ownership or grant under the Order.

11.12 The Supplier warrants that it is the owner of all intellectual and industrial property rights that it uses in the performance of the Order and/or that are assigned or licensed to SMAC under the Order. The Supplier shall indemnify SMAC against any claim or action by a third party for infringement, unfair competition or parasitic acts involving the Results it has provided to SMAC for the Order. At SMAC's request, the Supplier undertakes to intervene in any action brought by a third party against SMAC and to bear all the consequences, in particular financial consequences, that may result. In the event of a prohibition on use or exploitation, the Supplier shall endeavor, at its option and at its own expense, either to obtain for SMAC the right to continue the use and exploitation of the element which is the subject of the dispute, or to replace it with an equivalent element which is not the subject of such a dispute, or to modify it in such a way as to avoid such a dispute, without prejudice to SMAC's rights and actions.

11.13 All provisions of this Article shall be passed on by Supplier to its employees, agents, co-contractors, subcontractors and/or Suppliers.

12) TOOLS AND SMALL EQUIPMENT

Any tools developed and/or acquired by the Supplier on the occasion of an Order and financed specifically by SMAC, will remain the property of SMAC who may request the return by simple letter.

13) FINAL DESTINATION

Supplier declares, except as otherwise provided in the Special Conditions, that the Service and all of its component parts are not subject to any restriction on export to any country by SMAC. Supplier shall, at SMAC's request, provide any signed export authorization on its part upon simple request by SMAC.

14) APPLICABLE LAW

All orders are governed by French law.

15) CONFIDENTIALITY

The Supplier shall comply with any instructions given to it concerning the security of data transmitted by SMAC and stored by the Supplier as well as the conditions for maintaining confidentiality in connection with trade secrets.

Supplier shall take all steps to ensure that specifications, formulas, drawings or manufacturing details relating to SMAC's Order(s) are not disclosed or revealed to third parties, either by itself or by proposed Suppliers.

16) ADVERTISING

Supplier agrees to exhibit the Service(s) manufactured in accordance with SMAC's drawings, designs or technical specifications only with SMAC's written permission.

Under no circumstances and in any form may the Order(s) be advertised directly or indirectly without written authorization from SMAC.

17) DISPUTES

Any dispute relating to an Order will be the exclusive jurisdiction of the Commercial Court of Toulon.

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