

GENERAL PURCHASE CONDITIONS

These general conditions of purchase govern all transactions with our business partners. In the event of any contradiction between the general and special conditions, the special conditions shall prevail.

1 - DEFINITIONS

Order: shall refer to the supply or purchase agreement whereby the Supply is acquired.

Order Form: shall refer to the written offer sent to the Supplier, in which SUNTEC INDUSTRIES FRANCE expresses its intention to purchase the Supply and stipulates its special conditions of purchase.

Supplier: shall refer to the legal entity or individual mentioned at the top of the Order Form.

Supply: shall refer to any materials, products, objects, goods and services and any related documents, involving if needed be the provision of complementary services.

2 - COMPLETION OF PURCHASE ORDER

After SUNTEC INDUSTRIES FRANCE has issued an Order Form and sent it to the Supplier, the Supplier shall send to Suntec an Acknowledgement of Receipt within 5 opened days..

The Order shall consequently take effect as from the date on which SUNTEC INDUSTRIES FRANCE receives the Acknowledgement of Receipt from the Supplier.

SUNTEC INDUSTRIES FRANCE shall not be committed due to any commencement of work by the SUPPLIER until the Order actually takes effect.

SUNTEC INDUSTRIES FRANCE shall be entitled to withdraw its Order Form if the Acknowledgement of Receipt is not returned within the time-limits mentioned above

3 - TIME-LIMITS

Compliance by the Supplier with the stipulated dates and deadlines shall be of prime importance.

Unless otherwise stipulated in the Order, the said dates and deadlines shall apply to Supplies delivered to the place of delivery that is stipulated in the Order.

Should such delay be foreseeable, SUNTEC INDUSTRIES FRANCE shall reserve the right to take any measures at its discretion in order to protect its interests and especially require the Supplier, at the expense of the latter, to use any additional resources in order to comply with the contractual time-limits, without prejudice to the total or partial cancellation of the Order.

SUNTEC INDUSTRIES FRANCE may declare the Order automatically terminated in the following cases:

- when the Supplier has not commenced the fulfilment of the Order on the scheduled date;
- any interruption in the fulfilment of the Order;
- any failure to fulfil the Order within the contractual time-limits
- if the supplier does not send an acknowledgement of receipt of the Order within the 5 days time-limits
- any failure to fulfil the Order within the contractual time-limits.

6 - PACKING AND PACKAGING

Any packing shall be carried out in accordance with professional standards, under the sole liability of the Supplier and at its own expense, even in the event of delivery EXW ("Ex Works").

The performance and quality of such packing shall at least be equivalent to the standards provided for by the requirements of the French Union of Industrial Packaging (the latest edition in force at the time of the Order).

When designing the packages, the Supplier shall take into account the means of transport, the number of transshipments and handling operations, and the weather conditions in any places of transit and use.

In the absence of any particular instructions, the Supply shall be identified on each packaging unit with SUNTEC INDUSTRIES FRANCE item reference and the quantity held in the packaging unit.

Each package shall be identified with at least the place of delivery, SUNTEC INDUSTRIES FRANCE item references and the quantity held in each package.

5 - FORCE MAJEURE

Force Majeure shall refer to any external uncontrollable and unforeseeable event preventing the Parties from fulfilling their undertakings under the Order.

In any event Force Majeure shall not include the following:

- strikes and generally speaking any acts of agents, employees, representatives or sub-supplier of the Supplier, as well as any damage due to the failure of the materials or equipment used for the fulfilment of the Supply;
- any possible delays in the delivery of raw materials.

The Supplier may not rely on Force Majeure if the event occurs after the expiration of the contractual time limit or limits for the fulfilment of the Order.

6 - TRANSFER OF TITLE

The Supply bought by SUNTEC INDUSTRIES FRANCE remains the property of the vendor until SUNTEC INDUSTRIES FRANCE has paid for its whole value in accordance to the law nr 80-335 dated May 12th, 1980.

Any waiver of the said principle may only be valid if provided for in a written agreement expressly approving such a clause.

7 - DRAWINGS AND DOCUMENTS

The SUPPLIER shall only be entitled to use SUNTEC INDUSTRIE FRANCE's drawings and documents for the fulfilment of the Order and shall not be empowered to disclose such information to third parties without the prior written consent of SUNTEC INDUSTRIES FRANCE.

8 - PUBLICITY

The Supplier shall not be entitled to issue any publications or advertising pertaining to the Supply under the Order, without the prior written agreement of SUNTEC INDUSTRIES FRANCE.

9 - APPLICABLE LAW

The Order, as well as the provisions for its fulfilment and any consequences thereof, shall be governed by the laws of France with the exception of any conflict rules that may not be compatible to this law.

10 - DISPUTES

Any disputes that may arise regarding the validity, interpretation, performance or non-performance, interruption or termination of the Order shall be submitted to mediation in accordance with the Mediation Rules of the CMAP - Centre de Médiation et d'Arbitrage de Paris - of which the parties are aware and to which they declare that they adhere. The use of mediation is not mandatory in case of urgency authorizing the use of summary proceedings or any precautionary measure.

If no amicable settlement is reached in the mediation within 60 days of the request for mediation sent by one party to the other by registered letter with Acknowledgement of Receipt, the parties shall have exclusive jurisdiction, including in matters referred to the Geneva Commercial Court.