

# GENERAL CONDITIONS OF PURCHASE TRAVEN

## 1. Definitions

- 1.1 "Background Technology" means Intellectual Property. Rights created or acquired by or for either party (alone or with others) prior to the Effective Date or that is generated by either of the parties independently of the Order and is necessary for the performance of the Order and includes Materials, TRAVEN Patents and all know-how, confidential information, documents and Technology relating to TRAVEN Patents, which the Buyer owns and makes available for the purposes of the Contract;
- 1.2 "Business Day" means a day other than a Sunday or public holiday in France;
- 1.3 "Buyer" means TRAVEN (TRAVEN TECHNOLOGY or TRAVEN STEERING RACK), that company and any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of the holding company of that company;
- 1.4 "Charges" means the charges payable by the buyer for the supply of Goods and or Services subject to section
- 1.5 "Conditions" means these conditions of purchase;
- 1.6 "Confidential Information" means any information (including information relating to Background Technology and/or Foreground Technology) disclosed by either the Buyer or the Supplier under the Order, whether in writing or as a tangible item, or disclosed in any manner oral, written, electronic, tangible, intangible or visual or identified as confidential at the time of disclosure, or acquired by a Party from the other Party in the course of the Contract and all information relating to Intellectual Property Rights, Materials and the form materials design of any relevant components, tools, equipment or parts including system's vehicle, the methods of operation and the various applications of such components, equipment or parts, products, processes, formulae, ideas, concepts, plans, strategies, know-how, designs, photographs, drawings, specifications, inventions, technical literature, customer contact data, commercial activities, financial, technical and non-technical information and such Confidential Information including but not limited to the Buyer's business affairs, research, suppliers, operations, Know-how, trade secrets, or analysis, or any information disclosed by the Buyer concerning its specimens, procedures, processes, composites, details of techniques, product(s), metallic panels, or analysis section 3. derived from TRAVEN patents;
- 1.7 "Order" means the contractual document between the Buyer and the Supplier including these general Conditions of purchase;
- 1.8 "Delivery Date" means the date or dates specified in the Order for the delivery of the Goods or the Supply of 3. Services as defined in applicable incoterms.
- 1.9 "Deliverables" means all documents, products and materials as supplied by the Supplier or its officers, employees, agents, or contractors in relation to the Goods or Services including without limitation drawings, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts);
- 1.10 "Duration" The order shall begin on the Effective Date, and shall remain in force until all the obligations under the order have been fulfilled, unless the order is terminated earlier in accordance with these Conditions;
- 1.11 "Effective Date" means the date when the order is sent by the Buyer;
- 1.12 "Goods" means all the goods and materials to be supplied by the Supplier under the Order;
- 1.13 "TRAVEN Patents" means all patents, and patent applications which are in the name of TRAVEN in France and overseas;
- 1.14 "Foreground Technology" means all Intellectual Property Rights and technical knowhow created by the Supplier or on behalf of the Buyer in pursuance of the order;
- 1.15 "Intellectual Property Rights" means patents (including design patents), rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including trade secrets), know how, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
- 1.16 "Materials" means equipment, tools, drawings, specifications, and data supplied by the Buyer to the Supplier, including computer programs, data, reports and specifications;
- 1.17 "Parties" means the parties to this order (and any reference to a "Party") shall be to a party to this order;
- 1.18 "Representatives" means employees, officers, professional advisers, agents and contractors having a need to know the Confidential Information in connection with the order;
- 1.19 "Services" means the services to be provided by the supplier under the order;
- 1.20 "Specifications" means the technical description (if any) of the Goods or Services contained or referred to in the Order;
- 1.21 "Supplier" means the person, firm or company to whom the Order is addressed;
- 1.22 "Technology" means all data and technical information (whether patentable or not), designs (whether capable of registration or not), drawings, specifications, schematics, computer software programs (including source and object codes), manuals, data bases, formulae, processes, methods of production and other related information and materials, whether tangible or intangible, together with any Intellectual Property Rights relating thereto.
- 1.23 "TAV" means the tax on add-value as defined by current French regulations.

## 2. Orders

- 2.1 The order shall enter into force on the effective date as soon as it is sent.
- 2.2 The price of the Supplier constitutes an offer of supply and the Order constitutes the acceptance by the Purchaser of this offer according to the general Conditions of purchase TRAVEN.
- 2.3 The order is subject to these Terms and Conditions which will avoid any other terms, conditions, or contracts presented by the Supplier or implied by the trade, custom, practice or conduct of the transaction.
- 2.4 The order contains the entire agreement between the parties and supersedes all previous representations, proposals, agreements (written or oral) or terms that the Supplier may wish to incorporate or impose. The general Conditions of purchase TRAVEN prevail on the general Conditions of sale of the supplier.
- 2.5 The supplier must send an acknowledgement of receipt to the buyer under 5 business days.

## 3. Charges and Payment Terms

In consideration of the Supplier's provision of Goods and / or Services, the Buyer shall pay the Supplier's fixed charges as stated in the Order which shall not be varied for any reason whatsoever unless expressly agreed in writing by a duly authorized Representative of the Buyer. The charges shall be inclusive of:

- 3.1 all costs for packaging, packing, insurance and deliveries of the Goods and any duties, imposts or levies other than value added tax (as defined in mentioned incoterms) ; and
- 3.2 all royalties, license fees and other expenses arising from the use of any Intellectual Property Rights in the Goods, Services and Deliverables.
- 3.3 The Supplier shall ensure that: the invoice is correctly drawn and quotes the Buyer's Order number and includes supporting information as required by the Buyer to verify the accuracy of the invoice;
- 3.4 the Supplier invoices the Buyer on or after delivery of the Goods or completion of the Services, unless staged payments are set out in the Order. Subject to internal sign off, the Buyer shall pay each invoice by the end of the month plus 30 days following the date of the invoice, unless expressly agreed in writing by a duly authorized Representative of the Buyer.

## 4. The Buyer's Obligations

The Buyer shall co-operate with the Supplier in all matters relating to the Goods and or Services and provide the Supplier with any information the Supplier may reasonably require in order to provide the Goods and or Services under the confidential rules of TRAVEN.

## 5. Inspection and Testing

The Buyer or one Representative of TRAVEN or holding company shall have the right at all reasonable times to inspect the Goods, visit the workshop and testing and inspection laboratories and any work in progress at the premises of the Supplier. No inspection, no any failure to reject the Goods pursuant to section 9 shall constitute acceptance of the Goods before dispatch of the Goods. Before dispatching the Goods, the Supplier shall carefully inspect and test them to ensure that they comply in every respect with the requirements of section 8 hereof. The Supplier shall, if requested by the Buyer, enable the Buyer to attend and shall provide the Buyer with reasonable notice of such tests.

## 6. Passing of Risk and Title

Risk and title in the Goods shall pass to the Buyer upon their delivery to, and completion of offloading at the Buyers premises (or other location specified pursuant to section 8.2.2) unless payment for the Goods is made prior to delivery as defined by incoterms in order. The passing of title in the Goods shall be without prejudice to any right of rejection which may accrue to the Buyer (whether under these Conditions or otherwise howsoever).

## 7. Packaging and Damage or Loss in Transit

- 7.1 The Goods shall be packaged in a manner consistent with good trade practice and in compliance with all applicable French and international laws and regulations relating to the packaging of goods including those relating to hazardous goods.
- 7.2 The Supplier shall repair or replace, free of charge, any Goods damaged or lost in transit provided that the Buyer gives the Supplier written notification of such damage or shortages within a reasonable time (logistic claim).
- 7.3 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer.

## 8. Delivery of Goods and Supply of Services

- 8.1 The Supplier must use all reasonable endeavors to meet all dates as set out in the Order or notified by the Buyer to the Supplier, maximum 2 days before this date.
- 8.2 In providing the Goods and or Services, the Supplier shall
  - 8.2.1 ensure that the Goods are properly packaged, and secured in such manner as to enable them to reach their destination in good condition. Each delivery of Goods shall be accompanied by a delivery note which shows our date of the Order, our Order number, and our reference and quantity of the Goods;
  - 8.2.2 deliver the Goods or provide the Services to the Buyer's premises or any other location specified by the Buyer as set out in the Order or as instructed by the Buyer before the delivery;
  - 8.2.3 not deliver more or less than the quantity of Goods ordered or deliver Goods in instalments without the Buyer's prior written consent, otherwise, the Supplier shall be required to remedy the Buyer in accordance with section 9;
  - 8.2.4 not change the design, the manufacturing process or any dimensions or technical specification of the Goods without prior written consent of the Buyer;
  - 8.2.5 perform the Services with all reasonable skill and care in accordance with best practice in the Supplier's industry, trade and profession;
  - 8.2.6 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - 8.2.7 ensure that Goods and Services conform with all descriptions and Specifications as set out in the Contract, and any samples of the Goods provided by the Supplier, as well as the Deliverables shall be fit for purpose as held out by the Supplier, expressly or by implication (the Buyer shall rely on the Supplier's skill and judgment), and meet with all applicable statutory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
  - 8.2.8 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables and all Goods and all materials used in performing the Services will be free from defects in materials and workmanship, installation and design;
  - 8.2.9 in the event that Services are to be performed at the Buyer's premises, use its reasonable endeavors to ensure that its employees, officers, agents and contractors observe all of the Buyer's health and safety rules and regulations and security requirements ;
  - 8.2.10 obtain and maintain at its own expense any necessary import or export license, customs clearance, exchange control, consents or other authorizations and permits whatsoever which are required for the performance of the Contract; and
  - 8.2.11 give the Buyer reasonable prior written notice if any of the Goods present a hazard to the health and safety of persons or property and shall mark the Goods with the relevant international danger symbols and ensure that all such Goods include a description of the material in French providing full details of all precautions to be taken by the Buyer on the delivery of the Goods and their subsequent use, storage or handling.

## 9. Buyers Remedies

If the Supplier fails to deliver the Goods or perform the Services by the dates set out in the Order (or as otherwise specified by the Buyer) or if the Goods do not meet the requirements set out in section 8, the Buyer shall in addition to rights and remedies implied by statute and common law (whether or not the Goods or Services are accepted) have the right to:

- 9.1 terminate the Contract with immediate effect by giving written notice to the Supplier;
- 9.2 reject the Goods or Services (in whole or in part, whether or not title has passed). The Buyer shall return any rejected Goods to the Supplier at the Supplier's own risk and cost. The Supplier will reimburse the Buyer for the cost

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of any storage or other expenses incurred by the Buyer. Any rejection by the Buyer or any acceptance of credit reimbursement or replacement by the Buyer shall be without prejudice to the Buyer's other legal rights and remedies ;  
9.3 refuse to accept any subsequent performance of services or delivery which the Supplier attempts;  
9.4 require the Supplier within a reasonable time (not exceeding 30 days) to repair or replace the rejected Goods, perform the Services or provide a full refund if paid in advance;  
9.5 claim damages for any additional costs, losses, (including consequential loss and loss of profit) or expenses incurred by the Buyer attributable to the Supplier's failure to meet dates set out in the Order or otherwise specified by the Buyer, or arising from any delays or failure to supply Goods or Services.

## 10. Intellectual Property Rights

10.1 The order is for the outright purchase of the Goods, Services and Deliverables and, subject to section 10.2 below, all Intellectual Property Rights therein (including, without limitation, all rights in equipment, designs, patterns, molds, tooling, drawings, photographs and the like prepared or constructed by the Supplier under the order).  
10.2 Intellectual Property Rights in Background Technology shall remain the property of the Party (or the Party's licensor) that makes it available to the other.  
10.3 The Supplier hereby grants to the Buyer a worldwide, non-exclusive, irrevocable, royalty-free license of its Background Technology to the extent necessary for the Buyer and its customers to use, develop, exploit and commercialize the Goods, Services, Deliverables and the Intellectual Property Rights therein. Such license shall include the right to sub-license the Buyer's customers.  
10.4 The Supplier hereby assigns to the Buyer absolutely with full title guarantee all and any interest and title it has in the Intellectual Property Rights in the Foreground Technology. The Supplier shall promptly at the Buyer's request and at the Buyer's reasonable expense execute such documents as may be necessary to vest in the Buyer all such Intellectual Property Rights, assist the Buyer with any patent application it may make relating to such Intellectual Property Rights, and assist the Buyer in any action or proceedings for damages or other remedy regarding any infringement of the such Intellectual Property Rights by a third party.  
10.5 For the avoidance of doubt, all intellectual property rights in, Background Technology, Foreground Technology and TRAVEN Patents created outside of the Contract or developed through the course of the Contract and relating to TRAVEN patents, shall be owned by the Buyer. The Buyer shall be responsible for the administration and costs of registering and maintaining any Intellectual Property Rights associated with TRAVEN Background Technology, Foreground Technology and TRAVEN Patents so as to allow the Buyer to exploit resulting intellectual property rights, and to enforce such intellectual property rights against third parties.

## 11. Confidentiality/Publicity

11.1 The Supplier agrees not to disclose any Confidential Information, of the Buyer to any third party other than in accordance with the Contract and undertakes to use at least the same degree of care as it uses with respect to its own information of a similar nature. The Supplier is permitted to disclose Confidential Information to its Representatives on a need to know basis, provided such Representatives are subject to confidentiality and use restrictions equivalent to those in this section 11.  
11.2 The Supplier shall keep all the Buyer's Confidential Information secure and protected against theft, damage, loss or unauthorized access and shall return all such information to the Buyer at the Buyer's request.  
11.3 Section 11.1 will not apply to any Confidential Information which is required to be disclosed by law or by "tribunal du commerce de Blois (France – Loir et Cher)" or which at the time of disclosure to the Supplier is already in the public domain, or is disclosed to the Supplier from a third party without breach of any duty of confidence.  
11.4 The Supplier shall not make any reference to or use the Buyer's name in publicity or marketing materials, issue any press release or similar publicity relating to the Order without the prior written consent of the TRAVEN Headquarter. Any such publicity in the form of an article or press release, advertisement, or broadcast or similar means of dissemination shall be sent to the Buyer for prior written approval.

## 12. The Bribery Act 2010 (The Act)

The Supplier shall immediately inform the Buyer and the Headquarter as soon as the Supplier becomes aware if any of its Associates (defined as employees, agents and other persons providing services in connection with the Contract) has committed any act of bribery which contravenes the Act. In the event the Supplier or any of its Associates fails to comply with this section, in accordance with section 16 the Buyer shall be entitled to terminate the Contract with the Supplier immediately in writing without penalty or liability.

## 13. Indemnities

13.1 The Supplier shall keep the Buyer indemnified against all liabilities, costs, expenses, damages and losses including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses suffered incurred by the Buyer as a result of or in connection with:  
13.2 any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;  
13.3 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such damage arises out of the breach, negligent performance or failure or delay in performance of the Contract by the delay in performance of the order by the Supplier, its employees, agents, or subcontractors.

## 14. Insurance

Without prejudice to section 13, the Supplier shall:  
14.1 maintain with a reputable insurance company, insurance (as required by the Buyer) to cover potential liability that may arise during the duration of the order and for a period of 6 years after, provided that such insurance is available at commercially reasonable rates and terms. Upon the Buyer's request, the Supplier shall produce insurance certificate(s) giving details of cover and receipt for the current years premium in respect of each insurance; and  
14.2 provide to the Buyer and its insurers with all necessary assistance in connection with any such actions or claims as the Buyer shall reasonably require.

## 15. Regulations, Social commitment and Environment

15.1 The supplier makes a commitment to respect the current international, European and French regulations. The supplier must transmit immediately the documentation asked by the buyer or another Representative of TRAVEN (example: declaration of conformity REACH, RoHS, Conflicts minerals 3T&G, ...)  
15.2 The supplier operates measures to limit the production of waste in the environmental protection.  
15.3 The supplier makes sure that the goods are not produced by children and in conditions respectful of the health of the employees and the subcontractors.

## 16. Termination

16.1 The Buyer shall be entitled to terminate the Order without liability (save as set out in section 16.2) in respect of the supply of Goods and or Services in whole or in part at any time with immediate effect, by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract.  
16.2 In respect of section 16.1, and subject to sections 3. upon termination of the Contract, the Buyer shall pay the Supplier's costs corresponding to the Goods and or Services delivered and performed under the Contract up to the date of termination.  
16.3 The Supplier shall provide to the Buyer all reasonable documentation to support unpaid costs.  
16.4 Following termination pursuant to section 16.1, the Supplier shall immediately return to the Buyer all Materials and any Deliverables whether or not then complete. If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until the Materials and any Deliverables have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.  
16.5 Either party shall be entitled to terminate the order without liability by giving notice to the other if:  
16.5.1 the other party makes any voluntary arrangement with its creditors (as defined by applicable French regulations) or (being a company) becomes subject to administration order or goes in to liquidation (otherwise than for the purpose of amalgamation or reconstruction);  
16.5.2 the other party ceases, or threatens to cease, to carry on business; or  
16.5.3 the other party commits a material breach of the Contract which is not remediable or, if remediable, is not remedied within 30 days of receipt of notice to do so. For the purposes of this section 16.5.3, material breach means a serious breach whereby the Supplier has repeatedly breached any of the terms and conditions of the Contract and the Buyer can reasonably justify that the Supplier's conduct is inconsistent with having the intention or ability to give effect to the terms of the Contract.  
16.6 The Supplier shall inform the Buyer immediately if the total of orders of TRAVEN is exceeded 20% of turnover of other party.

## 17. Miscellaneous Provisions

17.1 Except as provided in the Contract, a person who is not a party to the Contract shall not have any right under current French regulation to enforce any terms of the order.  
17.2 The Supplier shall not, without the Buyer's prior consent in writing, assign, sub-contract or transfer any of its rights or obligations under the order to any other person. In the event that the Buyer gives such consent, the Supplier shall nevertheless remain fully responsible for the acts and defaults of such assignee or subcontractor and shall supply the Buyer on its request with a copy of the relevant assignment or sub-contract.  
17.3 Neither party shall be in breach of the order, nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (Force Majeure Event).  
17.3.1 The Supplier shall use all reasonable endeavors to mitigate the effect of a Force Majeure Event on the performance of its obligations.  
17.3.2 If a Force Majeure Event prevents, hinders, or delays the Supplier's performance of its obligations for a continuous period of more than 30 Business days, the Buyer may terminate the Contract immediately by giving written notice to the Supplier.  
17.4 No variation of the order, including the introduction of any additional terms or conditions shall be effective unless agreed in writing by a duly authorized Representative of the Buyer and Supplier;  
17.5 Any notice or communication in connection with the Contract shall be deemed to have been received when:  
17.5.1 delivered personally, deemed receipt shall be effective when the person's delivery has been left at the address as out in the Order;  
17.5.2 sent by prepaid first class post or next working day, deemed receipt shall be effective on the second Business day.  
17.5.3 delivered by commercial courier, deemed receipt shall be on the date and at the time the commercial courier's delivery receipt was signed for; and  
17.5.4 sent by fax, or communicated by email, deemed receipt shall be one Business day after transmission. The provisions of this section 17.5 shall not apply to the service of any documents in any legal action.  
17.6 If any provision or part provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this section shall not affect the validity and enforceability of the rest of the Contract.  
17.7 The Contract or any dispute or claim arising out of it or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with French law and the parties shall submit to the exclusive jurisdiction of the "Tribunal du commerce de Blois" (France / Loir & Cher).

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