

# GENERAL TERMS OF PURCHASE



## 1. Presentation

- 1.1. SOGEEFER is a public limited company with a capital of 360,000 euros registered in the Trade and Companies Register of Metz under the number 384 751 467, whose registered office is located at 9 rue Wilson in Hagondange (57730), specializing in the construction, transformation, repair, and maintenance of railway freight wagons.
- 1.2. Within the framework of its activity, SOGEEFER regularly obtains parts, tools, and consumables (hereinafter the "Products") as well as technical and intellectual services (hereinafter the "Services") from third parties (hereinafter the "Suppliers").

## 2. Scope of application

- 2.1. The acceptance of an order from SOGEEFER by the Supplier under the conditions defined in article 3.4 implies the full and unconditional acceptance of the present general terms of purchase (hereinafter the "GTP"), annexed to the order form.
- 2.2. The GTP, together with the purchase order, the technical specifications, and any special conditions, constitute the entire contract between the parties (hereinafter the "Contract").
- 2.3. Any condition contrary to the GTP, including any general or particular condition opposed by the Supplier cannot, except with formal and written acceptance of SOGEEFER, prevail on the GTP.
- 2.4. The fact that SOGEEFER does not enforce at a given time any of the GTP cannot be interpreted as renunciation to enforce it later.
- 2.5. SOGEEFER reserves the right to modify the GTP at any time, without notice, and without this modification giving right to compensation to the benefit of the Supplier.

## 3. Ordering modalities

- 3.1. Before the conclusion of an order, SOGEEFER sends to the Supplier a price request mentioning the quantity of Product or the nature of the Services requested as well as a delivery time. If necessary, this price request is accompanied by technical prescriptions.
- 3.2. The Supplier shall respond to this request with a quotation specifying a price and a delivery date.
- 3.3. If the price offer of the Supplier is selected, SOGEEFER sends him a purchase order in digital version.
- 3.4. The Contract is concluded when SOGEEFER receives an acknowledgement of receipt of the purchase order or in the absence of answer of the Supplier within eight days.
- 3.5. SOGEEFER is free to modify or cancel the order prior to its acceptance as described in the previous article.

## 4. Price and invoice

- 4.1. The prices indicated in the order form are firm and definitive. They are expressed in euros and include value added tax and all charges (according to the Incoterms applicable to the Products).
- 4.2. The invoice issued by the Supplier shall be payable on the due date agreed with the Supplier, upon acceptance of the Products as defined in Article 8 and after payment by the Supplier of any penalties for delay or missing Products as described in Articles 6 and 7.

## 5. Delivery

- 5.1. Unless otherwise specified, deliveries shall be made to the following address: 9 rue Wilson in Hagondange (57730).

- 5.2. The delivery is accompanied by the documentation that may be applicable to the Products and Services (notice of conformity, material certificate, test report, etc.).

- 5.3. The delivery shall comply with the modalities stated in the special conditions, if any, including those relating to packaging and wrapping for the Products.

## 6. Delay

- 6.1. The Supplier shall deliver the Products and Services at the deadline indicated on the order form. The Supplier shall immediately inform SOGEEFER of any foreseeable delay in the delivery of the Products and Services and of its causes.
- 6.2. In case of delay in delivery not due to a case of force majeure, the Supplier is liable to penalties amounting to 10% of the value of the order.
- 6.3. These penalties are paid by the Supplier upon reception of an invoice issued by SOGEEFER. The totality of the order is paid by SOGEEFER once the invoice of penalty has been paid.

## 7. Quantity

- 7.1. The Supplier makes sure that the delivery contains the exact quantity of Products agreed in the order form.
- 7.2. If any Products are missing, the Supplier shall be liable to penalties amounting to 10% of the value of the order.
- 7.3. These penalties are paid by the Supplier upon reception of an invoice issued by SOGEEFER. Once the penalty invoice has been paid, SOGEEFER shall pay the Products received. The Supplier and SOGEEFER agree on a date of delivery of the missing Products. The Supplier proceeds at its expenses to their delivery. SOGEEFER pays the missing Products at their acceptance and at the agreed date.

## 8. Quality

- 8.1. The Supplier makes sure that all Products supplied comply with the technical specifications agreed in the purchase order.
- 8.2. If all or part of the delivery does not correspond to the technical prescriptions, SOGEEFER issues a notice of nonconformity which is forwarded to the Supplier and suspends the payment of the order.
- 8.3. The Supplier chooses between the shipment at its expenses of the nonconforming Products and their scrapping. The Supplier and SOGEEFER agree on a delivery date of the replacement Products. The Supplier proceeds at its expenses to their delivery. SOGEEFER pays the totality of the invoice after the acceptance of the replacement Products.

## 9. Warranty

- 9.1. The Supplier guarantees that the Products and Services are free of any apparent or hidden defect.
- 9.2. The Supplier shall indemnify SOGEEFER against the consequences of the defect of the Products and Services and shall proceed without delay and at its own expense to their replacement and to the repair of any harmful consequences.
- 9.3. The Supplier declares that it has all the certifications and approvals necessary for the supply of the Products and Services. It undertakes to keep these certifications and approvals during the whole duration of the Contract and to inform SOGEEFER in case of loss of one of them.

## 10. Insurances

- 10.1. The Supplier has taken out an insurance policy guaranteeing its professional civil liability for all the obligations arising from the Contract.
- 10.2. The Supplier shall maintain this policy for the duration of the Contract, shall provide proof thereof at the request of SOGEEFER and shall inform it as soon as possible of any modification, suspension, or cancellation of this insurance policy for any reason whatsoever.

## 11. Force majeure

- 11.1. In the event of the occurrence of an event of force majeure, the obligations of the Parties shall be suspended, and they shall be released from any contractual liability for the duration of the said event preventing the performance of the Contract.
- 11.2. The Party invoking an event of force majeure shall inform the other Party as soon as it occurs and shall implement the means necessary to resume performance of the Contract.
- 11.3. The following in particular shall constitute force majeure events: natural disasters, fires, explosions, acts of vandalism, strikes, other social conflicts, armed and civil conflicts, pandemics, interruptions in the operation of public services, telecommunications equipment or computer systems.

## 12. Confidentiality

- 12.1. The Supplier undertakes to keep confidential all information and documents, of whatever nature, to which it may have access during the performance of the Contract or during exchanges that took place prior to its conclusion. This obligation shall remain in force after the end of the Contract.
- 12.2. When the Supplier receives from SOGEEFER one or more drawings allowing him to carry out an order, the Supplier expressly refrains from disclosing or using the said plans other than for the needs of his relationship with SOGEEFER.

## 13. Independence

SOGEEFER and the Supplier acknowledge that they are two independent entities and that the Contract cannot be interpreted as creating between them a relationship of employer and employee.

## 14. Subcontracting

The Supplier has been chosen in express consideration of its know-how and certifications. In case of subcontracting, it remains liable to SOGEEFER for any breach of the Contract.

## 15. Indivisibility

The nullity of a non-substantial provision of the Contract does not affect the validity of the other provisions.

## 16. Protection of personal data

The Parties shall comply with the applicable law on personal data protection, including Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016.

## 17. Applicable Law – jurisdiction

- 17.1. The Contract is governed by French Law.
- 17.2. Any litigation arising from the Contract is subject to the exclusive jurisdiction of the Commercial Court of Metz