



GENERAL CONDITIONS OF PURCHASE

Update: 1st June 2025

1 – CONDITIONS OF APPLICATION

These General Conditions of Purchase (“GCP”) govern the relationship between MS and any **Supplier**, and apply to any quote, call for tender, order or contract entered into by **MS** relating to any type of product (equipment(s), material(s), device(s), installation(s), raw material(s), component(s), spare part(s) or wear part(s), consumables, software etc.) hereinafter referred to as “**Products**”) or any type of service (rental, carrying out of studies, calculation notes, transport, after-sales services or any other type of service provision hereinafter referred to as “**Services**”), all Products and/or Services being hereinafter referred to as “**Supply(ies)**”. As stated in each Order, the GCP are accessible on the website www.m-s.fr. Consequently, the acceptance by the Supplier of an order placed by MS or the execution of an Order, even partial, constitutes acceptance of the GCP and excludes all contrary provisions of the general conditions of the Supplier. Only the specific conditions expressly accepted by MS may prevail over the GCP.

2 – FORMATION OF THE CONTRACT

An order is only valid after MS has sent a purchase order (hereinafter defined as “**Order**”) specifying the quantities, prices, delivery or completion times and, where applicable, the technical and administrative specifications and the location(s) where the Product and/or the Service will be used (hereinafter “**Site**”).

The Supplier must acknowledge receipt of the Order within 48 hours of its issue date. Any commencement of execution of the Order shall constitute tacit and unreserved acceptance by the Supplier of the conditions of said Order.

In the event of reservations or variations made by the Supplier to the initial stipulations (in particular price, deadlines, quantity, etc.), MS will only be bound by a new written agreement on its part. In these cases, MS also reserves the right to cancel or terminate said Order without charge or to modify its terms.

3 – OBLIGATIONS OF THE SUPPLIER

3.1. Collaboration, advice and information

As part of its duty to advise and inform, the Supplier undertakes to:

- communicate to MS all useful information on the Supplies (in particular instructions for use, safety instructions, environmental data, etc.) and to inform MS of any precautions to be taken with regard to the Supplies,
- report without delay any difficulty encountered in the execution of the Order, any inconvenience, error, omission or delay which could lead to consequences in terms of deadlines, prices, modification of supplies, or even defect or fault in the Supplies,
- immediately report any situation involving the safety of people, the environment, the proper functioning of the Supplies, and any accident occurring on Site.

3.2. Proper delivery of Supplies

The Supplies must comply in all respects with the Order, the technical specifications and the legal requirements and regulations in force in the European Union and/or on Site. The Supplier shall

provide all useful and necessary documentation, in particular: REACH registration number and Product Safety Data Sheet for chemical products, technical notices, user, maintenance and (if applicable) training manuals, or any other useful and necessary technical document in French and English and any other language specified in the Order, the consultation file, or the technical specifications.

Failure to comply with this obligation constitutes a breach of the Supplier's essential obligations.

3.3. Ethical and Quality Commitments

The Supplier declares and guarantees that it is in full compliance with French and European laws and regulations and those applicable on the Site relating to fundamental human rights and freedoms, social and labor regulations, environmental regulations, fight against corruption, competition law, European regulations relating to personal data and other principles of business ethics.

Orders issued by MS are part of the ISO 9001 quality approach. Also, the Supplier undertakes to send to MS upon simple request and at no additional cost any useful and necessary document to constitute the Supplier quality file (test report, certificate of conformity, certificate of analysis, material certificate, assembly instructions, CE marking, etc.). MS or its own customer may, at any time during the performance of the Supply, carry out or have carried out by any third party of its choice, an audit in the workshops of the Supplier or the latter's subcontractors in order to ensure that the Supply is carried out by the Supplier or its agents or subcontractors in accordance with the Order. The Supplier undertakes to cooperate with MS or its own customer and provide it with assistance within the deadlines set by MS. MS or its own customer are also entitled to inspect the Services in progress and those already carried out and to check their progress. MS reserves the right to stop the performance of the Services at any time if all or part of the Supply does not correspond to the technical specifications or, immediately, in the event of non-compliance with health and safety regulations.

3.4. Obligations of the Service Provider

- The Supplier must comply with all rules and regulations applicable on Site regarding access, hygiene, health and safety and working conditions on Site and provide MS with any document, and where applicable, any certification or authorization necessary to carry out the Services on Site.
- During the execution of the On-Site Services, the Supplier shall take into account the possible simultaneous intervention of third-party companies.
- The Supplier must comply with French and European social regulations relating to the prohibition of illegal or concealed work. As such, it must transmit to MS the documents listed in the APPENDIX. The communication of these documents constitutes an essential obligation weighing on the Supplier. The Supplier undertakes to immediately alert MS if it becomes the subject of collective proceedings (safeguarding, recovery, liquidation).

4. DEADLINES

Compliance by the Supplier with the date indicated on the Order for the delivery of the Products or the performance of the Services is imperative.

Any delivery that is not made within the stipulated period shall give rise to the application, without prior formal notice, of a late delivery penalty of 1% of the

value of the undelivered Supplies per working day of delay, up to a maximum of 10% of the total amount of the Order. This penalty may be deducted from the invoice to be paid to the Supplier.

In the event of non-compliance by the Supplier with the deadlines, and without prejudice to any damages which may be claimed, MS reserves the right to:

- refuse delivery of the Supply;
- terminate or cancel the Order under the conditions set out in Article 20 of the GCP for any delay in the delivery of Products or the provision of Services exceeding five (5) working days, with full reimbursement of the sums paid to the Supplier. This delay will be considered a serious breach by the Supplier of its obligation to deliver on the agreed date.
- use other suppliers for the performance of the Supplies. MS will be entitled to request full reimbursement of the sums incurred for this purpose.

5 – DELIVERY OF PRODUCTS / PLACE OF PERFORMANCE OF SERVICES

5.1. Place of delivery of the Products and execution of the Services

Unless otherwise specifically provided in the Order or expressly agreed between the Parties, delivery of the Products will be made to the MS warehouse located at: 2 rue Pierre-Gilles de Gennes, Pra de Serre, 63960 Veyre-Monton - France.

In the event that Services must be performed on Site, the address may be mentioned in the Order or during subsequent exchanges between the Parties.

5.2. Transport & Incoterms

Unless otherwise agreed between the Parties, transport is carried out at the expense, including insurance costs, of the actual value of the Supply, and under the responsibility of the Supplier, according to the following Incoterms:

- If the Supplier is domiciled in a member country of the European Union: DAP MS Veyre-Monton warehouse (France) Incoterms® 2020,
- If the Supplier is domiciled outside the European Union: DDP MS Veyre-Monton warehouse (France) Incoterms® 2020.

5.3. Packaging and delivery note

The Supplies must be properly and sufficiently packaged by the Supplier who will be responsible for the choice of packaging, the appropriate method of storage, and of any deterioration, breakage, shortage and any other type of damage resulting from insufficient packaging.

Any delivery, even partial, must be the subject of a delivery note with clear and exact identification of the Products and bearing exact reference to the Order (namely: MS order number, company name of the Supplier). In the event of delivery to the Site, the delivery note must also be sent to the MS head office. Failing this, MS will be entitled to refuse said delivery.

6- RECEPTION

The verification and receipt of the Supplies are carried out in the MS warehouse after delivery or at the place of delivery agreed between the Parties.

The Supplier may not, under any circumstances, consider the signature and/or stamp affixed to the delivery note by MS as definitive acceptance.



If the Supplies delivered or produced do not meet the stipulations and characteristics of the Order (non-conformity, defects or faults), MS may, at its discretion and without prejudice to any damages that MS will be entitled to claim:

- refuse or return the Products and request the Supplier to replace said Products without delay and without any additional cost or to reimburse them in the event of non-compliance or non-compliance with the delivery date,
- accept the Supplies as they are and with reservation(s) in return for a reduction in the Price,
- issue reservations, the Supplier having to lift the reservations within the time limits set by MS. If the reservations are not lifted within the time limit, MS will be entitled to request a third party to perform the Services or replace the Supplies at the Supplier's expense, and may terminate the Order immediately and without notice, without prejudice to any damages that MS may be entitled to claim.

7- TRANSFER OF OWNERSHIP AND RISKS

Transfers of ownership occur upon delivery of the Supplies at MS's warehouse or any other address determined by the Parties. The retention of title clauses contained in the Supplier's documents or general conditions are not binding on MS. The risks are transferred to MS on final acceptance of the supply.

8 - PRICE

The prices are firm and non-revisable for the entire duration of the Order. The price includes in particular all additional costs (packaging, insurance, transport, according to the incoterm chosen between the Parties, waste management costs, etc.) as well as all fiscal or parafiscal taxes relating to or generated by the Products or Services.

The price of any rental is only due for the actual period of use of the Product, until it is made available to the Supplier.

The price does not include VAT, which is charged at the rate in force when the invoice is issued. Prices are expressed in Euros.

9 - ADDITIONAL WORK

Any request for additional or complementary work or service must be subject to prior written agreement from MS. Otherwise, the invoices corresponding to said work or services will not be honored. No additional value will be granted for additional work or services that appear necessary during the performance of the Order if they result from negligence on the part of the Supplier in drawing up the quotation, or from any other detail that may be necessary for the performance of the Supply.

10- BILLING

Each invoice must contain:

- the legal notices in force (art. L.441-9 of the French Commercial Code);
- the MS order number, the mode of transport, the destination of the Products, the clear designation of the Supplies, and, where applicable, the place of performance of the Services, the MS article codes specified on the Order, the business number under which MS made the Order.

Any document proving that the event giving rise to payment has been duly completed must be provided as proof for the invoice.

When invoicing is not carried out via a dematerialized system, invoices must be issued in two paper

originals, each party keeping one copy. Any invoicing costs are excluded.

11- PAYMENT CONDITIONS

11.1 Payment conditions

MS will pay the Price in accordance with the conditions stipulated in the Order. Unless otherwise expressly agreed by MS, no deposit is paid on the Order and payments are made 30 days end of month on the 15th by bank transfer.

No payment by draft, bill of exchange or check will be accepted by MS.

Receipt of the documents listed in the ANNEX is a prerequisite for any payment.

For the calculation of payment terms, the date to be taken into consideration will be that of the invoice established upon complete delivery of all the Products or performance of the Services.

In the event of payment before the agreed due date, MS reserves the right to deduct three (3) % of the invoice amount as a discount from the invoice.

11.2 Late payment

In the event of late payment due to MS, the fixed recovery indemnity is set at €40, and the rate of late payment interest at three times the legal interest rate in force in France, on presentation of an invoice.

11.3 Compensation

MS reserves the right to offset any amounts owed to the Supplier against any amounts owed by the Supplier to MS for any reason whatsoever.

12 – ASSIGNMENT & SUBCONTRACTING

• The rights and/or obligations of each of the Parties related to the Order may not be assigned, sold, or transferred, or will in no case be the subject of novation or delegation, in whole or in part, by the Supplier, without the prior agreement of MS.

• **THE USE OF SUBCONTRACTING WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF MS EXPOSES THE SUPPLIER TO AUTOMATIC TERMINATION OF THE ORDER.**

• If the Supplier is authorized to subcontract part or all of the Services by MS, in any event, the subcontracting must be limited to a level 1 and the subcontractor must be accepted by MS. In

accordance with Law No. 75-1334 of December 31, 1975 relating to subcontracting as amended, the Supplier undertakes, at the time of acceptance of the Order and throughout the duration of the Order, to have each subcontractor accepted and to have the payment terms of each subcontracting contract approved by MS, these terms must be at least equivalent to those granted by MS to the Supplier. The Supplier undertakes to send MS the documents relating to the duty of care listed in the APPENDIX for its own subcontractors and to inform MS in the event of collective proceedings of one of its subcontractors.

• In the event of authorized subcontracting, the Supplier undertakes to have the Order executed by its subcontractor in accordance with the provisions of the Order and in strict compliance with the legal and regulatory rules in force. It will also ensure that its subcontractor has all the authorizations necessary for the execution of the task entrusted to it as well as sufficient insurance. In all cases, the Supplier will remain solely responsible for the execution of the entire Order and will guarantee the traceability of the Supplies.

13 – CONFIDENTIALITY

The Supplier undertakes to keep confidential all elements, documents and information transmitted by MS in the context of a call for tenders, a consultation or an Order..

The Supplier shall consider as strictly confidential and shall refrain from disclosing any information or data of any nature, including technical, scientific, strategic, economic, financial, commercial, accounting, any plan, study, prototype, material, audit, experimental data, drawing, graphic representation, specification, know-how, software, program, etc., of which it may become aware, regardless of the medium, means or form, during pre-contractual or contractual relations. This confidentiality obligation shall remain in force throughout the execution of the Order as well as for five (5) years following its expiration or termination. For the application of this clause, the Supplier shall be liable for its employees and subcontractors as for itself. In this respect, it shall guarantee MS that its employees and/or subcontractors respect the confidential nature of said information. However, the Supplier shall not be liable if the information disclosed was in the public domain or if it obtained it from third parties by legitimate means.

The documents, elements and information will be communicated by MS to the Supplier within the exclusive framework of the Order. Consequently, the Supplier acknowledges that any total or partial disclosure by it (or by one of its employees and/or subcontractors) to a third party, on any medium whatsoever, will cause serious harm to MS, which will then be entitled to take all necessary measures against the Supplier.

If the Order is terminated, any document communicated to the Supplier as part of its execution must be returned to MS without delay. In addition, the Supplier irrevocably undertakes not to use the information thus communicated for purposes other than those resulting directly from the performance of the Order.

14- WARRANTY – COMPLAINTS – HIDDEN DEFECTS

The contractual guarantee will be for a minimum period of eighteen (18) months from delivery without reservation constituting acceptance of the Supplies by MS without prejudice to any legal guarantee also applicable.

The Supplies must be free from any defect or hidden defect, fault or non-conformity.

Failing this, MS may make any claim upon delivery or after delivery, whether said delivery takes place with or without reservation in accordance with the provisions of Article 6.

The Supplier shall be required to replace defective parts or equipment within ten (10) calendar days from MS request and shall bear all costs, including parts, labor and transportation, relating thereto.

In the absence of replacement, the late payment penalties provided for in Article 4 will be applicable from the 11th day. In the event of a significant delay, MS may decide to terminate the Order automatically, without notice, by registered letter with acknowledgment of receipt, without prejudice to any damages that MS may claim.

Refused Supplies will be considered as not having been delivered. Acceptance or payment of all or part of the defective or non-compliant Supplies shall not be considered as a waiver by MS of its right to request the cancellation or termination of the Order, the return and rejection of said Supplies, due to their



latent or proven non-compliance, or to claim damages from the Supplier for the loss suffered. In addition to the legal guarantee of hidden defects governed by articles 1641 et seq. of the French Civil Code, the Supplier will be required to compensate and repair all direct and indirect harmful consequences that may result from such defects. It will immediately inform MS of any defect it has detected in its supplies and will take the necessary corrective actions to limit the harmful consequences.

15 – INTERVENTION BY THE SUPPLIER

In the event of a breakage, breakdown or defect, MS shall notify the Supplier. The Supplier undertakes to implement all the means of analysis and correction available to it within the timescales requested by MS (these timescales may not be less than 5 calendar days).

Telephone assistance will be preferred for resolving the situation. If necessary, the Supplier undertakes to be on the Site within five (5) working days from the date and time of receipt of the Customer's request. The Supplier undertakes, within the timeframe requested by the Customer, to:

- assess the breakage, breakdown or defect;
- analyse the causes of the product breakage, breakdown or defect;
- draw up an action plan;
- replace the broken or defective products or repair them in accordance with MS's instructions;
- if it relates to the Warranty or to a product defect: pay the costs of replacement or refurbishment on Site, reimburse the cost of the non-conforming products if they are not replaced or refurbished and pay any financial penalties (in particular those imposed by the end customer on MS).

16 – INTELLECTUAL PROPERTY

The Supplier guarantees MS against all third-party claims relating to intellectual property (patents, trademarks, designs, etc.) relating to elements that it uses or Supplies delivered to MS under the Order and undertakes to bear all consequences and convictions that could result for MS.

All equipment, models, plans, specifications and other information provided by MS or its end customer under the Order shall at all times remain the property of MS (or its end customer) and may not be used by the Supplier other than for the purposes of executing the Order.

The Supplier may not claim any ownership over the equipment, models, plans, specifications and other information and may not under any circumstances use them outside the framework of the Order.

17 – RESPONSIBILITY

The Supplier shall be solely liable and shall hold MS harmless against any recourse for liability or for any direct or indirect damage, whether consequential or non-consequential, caused to the property or persons of MS or any third party, during the performance by the Supplier of its obligations under the Order or resulting from said performance. The Supplier undertakes to assist MS in the event of legal action or claim from a third party, and to pay the entirety of any judgment issued against it as a result of a Supply.

18 – INSURANCES

The Supplier must take out, with companies of known solvency, for a sufficient amount, all insurance covering professional civil liability (which it incurs due to bodily injury, material damage, consequential or not, caused to MS or to any third party and to their property) and any other necessary insurance. He undertakes to communicate all up-to-date supporting insurance certificates (with the conditions and amounts of coverage).

In the event of subcontracting approved and accepted by MS, the subcontractor(s) must be insured under the same conditions as the Supplier, who will remain solely liable with regard to MS and/or third parties.

The Supplier undertakes to obtain from the insurance companies which will cover these risks, that they waive any recourse as subrogated in the rights of the Supplier against MS, its representatives or its agents. The policies taken out by the Supplier cannot in any way be considered as limiting its obligations and responsibilities under the Order.

19 – PUBLICATION

The Supplier shall not refer to the Order, the project, the main contract or the Supplies, nor use the name or logo of MS or its end customer in any publication, advertisement, press release or commentary, without MS's prior written consent.

The Supplier must:

- immediately refer to MS any request for information concerning the project, the Order, the main contract, the end customer, the Supplies, from any media whatsoever; and
- not to publish any comment, information, publication, document or article concerning the project, the Order, the main contract, the end customer, the Supplies in any media whatsoever, including any social network (e.g. Instagram, LinkedIn, ...), without the prior written approval of MS, which approval shall not be unreasonably withheld.

The Supplier acknowledges that the end customer's refusal to give its consent to any request for

approval, for whatever reason, shall constitute reasonable grounds for MS not to give its consent.

20 - TERMINATION

In addition to cases of breach of the Supplier's essential obligations for which MS may terminate the Order immediately and without notice, MS may:

- send the Supplier a formal notice to perform its obligations by registered letter with acknowledgment of receipt and, if this remains without effect within fifteen (15) calendar days, to notify the Supplier in writing of the automatic termination of the Order with immediate effect.

- use a third party at the Supplier's expense to compensate for the latter's shortcomings.

In addition, MS will be entitled to claim from the Supplier the payment of damages and the payment of all related costs for the direct or indirect damage suffered.

The Order is terminated automatically in the event of legal receivership or liquidation of the Supplier.

21 – INDEPENDENCE OF THE PARTIES

The Supplier, as well as its subcontractors, agents or employees, is an independent contractor and cannot be considered a servant, agent or employee of MS.

22– WAIVER OF CLAUSE AND RENUNCIATION

If any of the clauses of these GCP should be null and void or inapplicable under a law, regulation or following an enforceable decision of a court or competent authority, the Parties expressly agree that the other contractual provisions will not be affected by the nullity of the aforementioned clause.

MS's failure at any time to require strict performance by Supplier of any provision or condition of these GCP shall not be deemed to constitute a definitive waiver of such provision or condition. Accordingly, MS may at any time require strict and complete performance by Supplier of the provisions and conditions of these GCP.

23- JURISDICTION - APPLICABLE LAW

Only French law is applicable to the Order, excluding the provisions of the Vienna Convention of 1980.

The Parties undertake to attempt to settle their dispute(s) amicably before bringing the matter before the competent court. In the absence of an amicable agreement within 30 days, any dispute arising from the interpretation or execution of these general terms and conditions or any Order arising therefrom shall be submitted to the competent court in the jurisdiction in which MS's registered office is located, even in the event of a warranty claim or multiple defendants.



APPENDIX – Documents* to be provided by the Supplier to MS

LIST OF DOCUMENTS TO BE PROVIDED	DATE OF RECEIPT
FOR ANY NEW SUPPLIER	
<input type="checkbox"/> Bank identity statement on Supplier's letterhead <input type="checkbox"/> Civil liability insurance certificate - If Supplier established in France: <input type="checkbox"/> Proof of registration in the trade and companies register (Kbis extract or equivalent) <input type="checkbox"/> URSSAF vigilance certificate - If Supplier not established in France (see list below)	- Date of creation of the Supplier in MS' data bases - If the Supplier's information changes
DOCUMENTS RELATING TO THE OBLIGATION OF VIGILANCE	
<p><i>For any contract relating to the execution of work, the provision of services or any other commercial act for an amount greater than €5,000 excluding tax, you undertake to provide MS with all the documents listed below.</i></p> <p><i>In order to improve the distribution and collection of administrative documents, the Supplier has the possibility of using, at its own expense, the services of the Attestation Légale platform – OnceForAll (OFA - 527 737 738 RCS de Lyon - https://www2.attestationlegale.fr/).</i></p> <p><i>If you do not wish to use this platform, please send all these documents by email.</i></p>	
SUPPLIERS ESTABLISHED IN France	
<p>→ General Documents:</p> <input type="checkbox"/> Proof of registration (Kbis extract) or equivalent: identification card in the trade register, receipt for filing a declaration with a CFE) <input type="checkbox"/> Certificate of provision of social declarations and payment of social security contributions and payments from the social protection body responsible for collecting contributions and payments (URSSAF/RSI/MSA) dated less than 6 months ago <input type="checkbox"/> Certificate of tax regularity <input type="checkbox"/> Declaration of honour stating that the Supplier does not employ any employees subject to work permit or, where applicable, list of names of employees requiring a work permit – nationality outside the European Economic Area (list to be updated according to the expiry date of residence permits) <p>→ Employment of POSTED EMPLOYEES from an establishment located in the SCHENGEN area – Export personnel: <input type="checkbox"/> A1 secondment certificate for each seconded personnel working on site or equivalent</p>	- Date of receipt of the Order or signature of the contract - Every six months until the end of execution of the Order/contract
SUPPLIERS NOT ESTABLISHED IN France	
<input type="checkbox"/> Document issued by the authorities holding the company register or professional register – (equivalent to Kbis) <input type="checkbox"/> A1 secondment certificate for each staff member working on site (or equivalent) <input type="checkbox"/> Sworn statement of non-use of undeclared work <input type="checkbox"/> Copy of the designation of the company's representative on national territory , responsible for ensuring liaison with the administration	- Date of receipt of the Order or signature of the contract - Every six months until the end of execution of the Order/contract
INSURANCE	
<input type="checkbox"/> Certificate of civil liability insurance	- Date of receipt of the Order or signature of the contract
<input type="checkbox"/> Certificate of ten-year liability insurance (if applicable)	- Expiry date of the insurance certificate if prior to the end of execution of the Order/contract

Other additional documents may be requested from the Supplier as needed and on a case-by-case basis, in particular depending on the specificities of the Products or Services to be provided or depending on the Site on which they must be delivered or performed.