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GENERAL TERMS AND CONDITIONS OF PURCHASE OF BSE

1. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Purchase apply to orders issued by BSE, represented by the purchasing department, to its suppliers.

The acceptance or execution of an Order from our Company implies the Supplier's full and unconditional acceptance of the following provisions :

- The terms contained in the Contract under which the Purchase Order is placed ;
- The terms appearing in the Purchase Order (or annexed to the Purchase Order) ; and
- The General Terms and Conditions of Purchase below.

In the event of any contradiction or incompatibility between the various applicable terms, the provisions of the Contract shall prevail over those of the Purchase Order, which shall in turn prevail over these General Terms and Conditions of Purchase. No other terms shall be deemed agreed upon between the Supplier and our Company unless such terms are set out in a written amendment referring to the specific Order, signed by both parties. The Supplier's general terms and conditions are excluded, as well as any terms that may be indicated on any document issued by the Supplier.

2. PURCHASE CONTRACT

The purchase contract is formalized, unless otherwise agreed in writing, by BSE's order or delivery order ("Order"). Only the Purchasing Department is authorized to issue the Order and to contractually engage BSE.

The Supplier must acknowledge receipt and acceptance of the Order by returning a signed acknowledgment of receipt ("AR") by mail or email. If the AR is not received within 8 days from the dispatch of the Order, BSE may consider the Order accepted under the terms of the price and deadlines indicated in the Order. Any changes requested by the Supplier will be considered a novation. If BSE accepts the modification, BSE will send its approval to the Supplier by email or issue a new Order at the Supplier's request, which must be acknowledged by a new AR. The purchase contract will only be considered concluded once BSE receives the acknowledgment of receipt. The Supplier cannot invoke any other terms.

3. EXECUTION OF THE CONTRACT

The Supplier agrees to strictly comply with the general and specific terms of the contract, and more specifically :

3.1 Delivery

Unless otherwise indicated on the Order, the goods shall be delivered to the delivery location specified in the Order, freight and packaging paid, and all duties and taxes included (DDP Incoterms 2022). Each delivery must be accompanied by a delivery slip on the Supplier's letterhead, dated, indicating the Order reference, and providing BSE product references for the delivered goods. The products must be packaged according to the Order specifications or the specification sheet agreed between BSE and the Supplier, or, if none, according to industry standards.

3.2 Quantity. The quantities delivered must comply with those specified in the Order. Partial deliveries will only be accepted with prior agreement from BSE.

3.3 Deadline. The Supplier agrees to strictly adhere to the contractual delivery dates for goods or the execution of services. Compliance with the delivery date is a crucial condition of the Order. The Supplier agrees to inform BSE of any event that may affect delivery deadlines and to take all necessary measures to prevent and limit any delay.

In case of a delay in delivering all or part of the goods, BSE reserves the right, after a grace period of eight calendar days, to take the following actions :

- Apply delay penalties to the Supplier at 0.5% (zero point five percent) of the value of the delayed delivery per day of delay.

These penalties are not considered as liquidated damages and do not constitute compensation for the harm suffered by BSE. The application of penalties is independent of other sanctions that the Supplier's failure may result in.

- If the delay exceeds one month, BSE reserves the right to terminate all or part of the Order for Supplier default, with the understanding that such termination will not prejudice any damages BSE may claim in this regard.

No early delivery will be accepted without prior agreement from BSE.

3.4 Quality. The quality of the materials, components, or products used, as well as their implementation, must comply with the specifications of the Order or the specification sheet. In the case of products developed specifically for BSE, it is the Supplier's responsibility to obtain all necessary information from BSE regarding the product's usage constraints to implement the control tools and procedures that will ensure goods meet the technical specifications expected by BSE.

When non-conformities are detected by BSE, they are reported to the Supplier along with the corrective action taken (return, repair, waiver, etc.). The Supplier must confirm within 48 hours their acceptance of the action and any non-quality costs. If the Supplier fails to respond within the time frame, the goods will be returned at the Supplier's expense, and associated costs will be charged. In the case where BSE issues a non-conformity report, the Supplier agrees to provide an action plan, including an analysis, within ten (10) days.

The opening of a non-conformity that is the Supplier's responsibility will automatically result in a fixed charge of €50 (excluding VAT).

3.5 Price. Only the prices stipulated in the Order and confirmed by AR will be considered for invoicing.

3.6 Invoicing and Payment Terms. The Supplier will issue an invoice for each Purchase Order, which must clearly reference our Order number, as well as the dates and references of the delivery slips.

Unless otherwise stated on the Purchase Order, our payment terms are as follows :

45 days end of month from the invoice date.

3.7 Subcontractors. The Supplier is solely responsible for ensuring that these General Terms and Conditions of Purchase are accepted and respected by any subcontractor or manufacturer it may engage to perform all or part of the services covered by the Order. The Supplier will indemnify BSE for any consequences arising from actions taken by such subcontractors or manufacturers based on their own terms and conditions, which may contradict these terms.





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4. TRANSFER OF OWNERSHIP AND RISKS

In the case of non-fungible goods, ownership is transferred as soon as the manufacturing process begins (subject to acceptance upon delivery), but the risks are transferred only upon delivery. The Supplier will clearly identify the goods as the property of BSE at their premises.

5. RECEPTION

Final acceptance will occur after the delivery is accepted by BSE's "incoming control" department, regardless of the agreed location for the delivery of the goods or the execution of services. Any rejected goods will be returned to the Supplier at their expense, and at BSE's request, will result in a credit note, exchange, or return to conformity. A new complementary delivery may be ordered by the purchasing department and will be considered as a separate delivery. Acceptance of the delivery does not exempt the Supplier from its warranty obligations (Article 6). Goods must be delivered properly packaged and wrapped to ensure they are not damaged, corroded, or altered in any way during transport and handling.

6. WARRANTY

The Supplier is required to deliver goods or services that comply with the contractual specifications. The Supplier guarantees the supply covered by the contract for two years from BSE's acceptance, unless the damage or failure results from improper use of the supply. The warranty period may exceed two years if specified in the Order. Beyond the contractual warranty period, the Supplier remains liable for its legal obligation regarding hidden defects. In addition to replacing defective supplies, the Supplier will bear the financial and commercial consequences, both direct and indirect, resulting from the non-conformity of the supply. Depending on the risks the Supplier declares to cover, the Supplier will decide whether to insure the responsibilities assigned to it under this Article 6.

7. DOCUMENTATION, TOOLING, MOLDS, AND PATENTS

The plans or technical documents entrusted to the Supplier remain the exclusive property of BSE. The tooling and molds owned by BSE must be identified with the BSE logo and the product reference. These will remain in the custody of the Supplier for the entire duration of the contract, who will assume responsibility for their use, maintenance, and protection against any damage, in accordance with industry standards. They will be returned to BSE upon its first written request, without the need for any prior notice, in the event of termination of the contractual relationship.

Unless otherwise agreed, all royalty rights for patents, trademarks, know-how, licenses, or license grants that may be claimed due to the materials, equipment, processes, or tooling used by the Supplier in the execution of the contract are implicitly included in the supply prices. The Supplier undertakes to indemnify BSE against the consequences of any legal action that may be initiated against it by a third party for the infringement of intellectual property rights.

8. CONFIDENTIALITY

The Supplier undertakes to maintain the confidentiality of

information exchanged under the contract. In particular, the Supplier agrees not to disclose to any third party, by any means whatsoever, the details of the order, as well as all technical or commercial documents or information provided to them for the execution of the contract, or of which they may become aware in this context.

9. QUALITY – ENVIRONMENT

The Supplier has a quality assurance system certified by an accredited body and compliant with the ISO 9001 quality management system. In the case of supplying a medical device, the Supplier must be ISO 13485 certified, or have initiated the certification process. If not, the Supplier must provide proof of an organization that meets the same requirements as ISO 13485.

The Supplier's Quality, Safety, and Environmental system must be documented.

Production equipment, tooling, and programs must be validated before use, maintained, and periodically controlled according to written procedures.

Measuring equipment must be calibrated or verified against international or national measurement standards.

Product control must be formalized through control plans.

The Supplier must measure its OTD (On-Time Delivery) performance and non-conformance.

The Supplier agrees that the products (substances, mixtures, or articles) supplied or used in connection with the order comply with the provisions of the REACH regulation, RoHS, and DRC Conflict-Free requirements.

10. COMPLIANCE WITH LABOR LAWS

In any case, the Supplier is prohibited from offering for sale products that may have been manufactured by minors, or in violation of the prohibition on illegal labor or the international labor standards defined by the International Labour Organization ;

The Supplier certifies, under oath, that it has not been involved in offenses related to undeclared work, illegal contracting, illicit labor leasing, employing a foreign worker without a work permit, human trafficking, or trafficking of foreign labor.

11. PENALTY CLAUSE – TERMINATION

In the event of non-performance of the contract by the Supplier, BSE may terminate the contract with immediate effect by registered letter with proof of receipt.

In the event of non-performance of its obligations by BSE, the Supplier may terminate the contract with immediate effect by registered letter, provided that BSE has not remedied the situation within thirty days of receiving a formal notice specifying the default.

12. JURISDICTION

Any disputes or claims related to the contract between BSE and the Supplier shall be subject to the exclusive jurisdiction of the Commercial Court of Chalon-sur-Saône, even in the case of multiple defendants.

