

GENERAL PURCHASING CONDITIONS

Article 1 – Scope of application

The general purchasing conditions are an integral part of the order and cannot be modified except by virtue of the special conditions. They take precedence over the general sales conditions of suppliers immediately the latter accept the orders placed with them. It is expressly agreed that the delivery of equipment and merchandise ordered by **BROGI S.A.S.** (and its divisions, as well as its commercial brand **FILTER-MASTER®**) from the supplier implies acceptance by the latter notwithstanding the application of any conditions contrary to these general purchasing

Article 2 – Acceptance of the order

The supplier must accept the order within fifteen days of issuing the purchase order.
If the supplier does not respond within this period, the order shall be considered as accepted by the supplier without reserve. Furthermore, the execution of the order implies acceptance of all the clauses mentioned in this document. Any reserves made by the supplier shall not be valid unless accepted in writing by BROGI S.A.S..

Article 3 -Price

Prices are firm and definitive except in the case of a revision clause accepted by BROGI S.A.S. in the special conditions of the order. They are calculated excluding V.A.T. and established “delivered all duties paid at the premises of BROGI S.A.S.”.

In the case of revision, the procedures shall be stipulated on the purchase order and the period of application shall not exceed the contractual period.

Article 4 – Delivery lead-times

The delivery date indicated on our orders, in whatever form, shall be considered binding. It is that of the delivery at the place indicated on our orders. The supplier acknowledges that it is given notice to deliver on the date stipulated, without any other formality being necessary. No partial deliveries may be made without our agreement.

Article 5 - Delays

If the supplier does not conform to the delivery lead-times, BROGI S.A.S. may demand compensation amounting to 10% of the contract amount.

In certain cases penalties shall be established more precisely for each delay in performing the contract, in the special conditions of the order.

Nevertheless, the total amount of the penalties cannot exceed 10% of the global contractual price.

It is expressly agreed that as from the delivery date failure to deliver shall lead to the payment of a penalty without it being necessary to issue formal notice beforehand.

The abovementioned clause is stipulated to sanction delays but can be cumulated with the obligation to carry out the works ordered by BROGI S.A.S..

Furthermore, independently of the conditions of the articles concerning penalties in case of late delivery, the parties agree that BROGI S.A.S. is entitled to obtain compensation for the prejudice effectively suffered by it due to the non-performance of the obligation.

The penalties stipulated above are mentioned under the clearest possible reserves for the prejudice and interest that BROGI S.A.S. is entitled to claim should said performance reveal itself to be impossible.

Besides the payment owed by the supplier for the penalties stipulated above and the possible damages and interest for non-performance, late delivery shall lead to the postponement of payment for the supplies.

Article 6 – Conditions of payment

Unless stipulated to the contrary, payment shall be made after full delivery of the order 60 days from the invoice date.

The payment of any invoice received by BROGI S.A.S. from the 5th of the month following its date of issue shall be automatically deferred by one month.

Article 7 – Nature of the supply subject to the service

The nature of the supply and the supply of the contractual documents applicable to the order as well as their order of priority shall be handed over with the purchase order.

The supplier is acknowledged as being perfectly aware of the services and supplies concerned by the order and shall use new materials of the best quality for their fabrication.



The supplier is bound to request in good time the information from BROGI S.A.S. necessary to it for its designs and works.

The limits and exclusions of the supplies to be delivered by the supplier shall be stipulated with the order and its appendices.

It therefore undertakes to make any modifications or additions to the equipment necessary to obtain the result desired at its own expense.

Article 8 – Subcontractor

The performance of all or part of the order from BROGI S.A.S. by a subcontractor is subject to the prior express agreement of BROGI S.A.S.. In this case, the supplier must transmit to BROGI S.A.S. all its contractual documents relating to its subcontractors. The supplier remains fully responsible for the supply to BROGI S.A.S.. It also undertakes to ensure that all its subcontractors conform to these general purchasing conditions.

Article 9 – Works carried out at BROGI S.A.S. customer

In this case the supplier must inform himself of the general rules relating to the installations of the site and to the hygiene, safety, order, discipline and fire fighting at the plant.

It must also inform itself of the rules of the site in force on the day of the order and of all new versions of said rules issued on a regular basis.

Article 10 – Supply of plans and documents by the supplier

The supplier shall hand over to BROGI S.A.S. all the necessary technical information (foundations, regulation, connections for electricity, water, compressed air, etc.) and every precaution to be taken to ensure the correct use of the equipment, by conforming to the lead-times stipulated on the order.

Furthermore, it shall provide 5 copies of the operating and maintenance manual relating to the equipment.

Failure by the supplier to conform to the above conditions shall entitle BROGI S.A.S. to bring into play the clause of non-performance by the supplier and constitute an obstacle to the payment of the invoice.

Article 11 – Monitoring – Inspection – Control - Tests

BROGI S.A.S. reserves the right to control the efficient performance of the order throughout its term regarding both technical aspects and conformity with lead-times.

The inspection of the equipment during fabrication can be carried out at any time by persons appointed by BROGI S.A.S. accompanied or not by any persons appointed by the final customer, with BROGI S.A.S. and said customer having free access during normal working hours to the workshops of the supplier and the subcontractors.

The supplier shall pay the costs incurred for the contractual controls and tests performed on the equipment.

If the controls in the plant or on the site reveal non-conformities with the specifications on the purchase order or poor performance of a service or an item of equipment, the supplier shall modify or replace said service or item of equipment until conformity or good performance is obtained. The costs of the new controls required verifying the equipment replaced or repaired shall also be invoiced to the supplier.

No reworking or reconditioning of equipment can be carried out without the written agreement of BROGI S.A.S. and cannot be done until the latter has examined the planned repair procedure.

Monitoring, inspection and acceptance of the equipment by BROGI S.A.S. in no way frees the supplier from its overall responsibility.

All the tests and controls considered necessary to satisfy legal or private regulations or conditions shall be carried out at the supplier's expense.

All the reports of the tests already carried out shall be handed over to BROGI S.A.S. representative.

Article 12 - Acceptance

The final acceptance by BROGI S.A.S. of the delivery shall not occur until after completion, that is to say after the equipment is brought into service on the site. This is established by a final acceptance report. The full payment for the equipment in no way constitutes final acceptance.

This clause is applicable even if the supply subject to the contract was verified by BROGI S.A.S. before shipment or at any other place chosen for delivery.

Article 13 – Refusal clauses

In case of refusal of any part of the supplier's services and/or supplies following non-conformity with the stipulations of the order or its incapacity to replace them or make them conform at its own cost within the shortest possible time, BROGI S.A.S. reserves the right to cancel all or part of the order under reserve of its full entitlement to damages and interest and under reserve of the penalties provided for in the clause relating to late deliveries in article 4 of this contract.

Article 14 – Guarantee and responsibility

Guarantee of conformity and/or performance of the supplies. In particular, the supplier formally guarantees:

- Conformity with our order and with all the contractual specifications and reference standards, as well as with all legal guarantees.



- The quality of fabrication and production in conformity with professional practice. –Efficient operation of all kinds and especially mechanical, thermal, electric and pneumatic.

Term of guarantee

Final acceptance is the starting point of the guarantees of completion and efficient operation of equipment and the ten-year guarantee provided for by the Civil Code. This guarantee shall be valid for a period of 24 months counting from the day of final acceptance.

Procedures of application

By virtue of this guarantee, the supplier is bound, at its own expense, to repair or replace any defective part or item. If reconditioning requires return to the workshop, all expenses relating to dismantling, transport to and from the place of delivery and reassembling the equipment shall be paid by the supplier (parts and labor).

The supplier must immediately correct, and whatever the case within a period of one month counting from their notification, malfunctioning, poor workmanship, and imperfections of any nature notified to it by BROGI S.A.S., with the exception of defects resulting from normal wear or maintenance faults.

Whatever the case, the supplier must intervene immediately and without delay and correct the defects within the period mentioned above.

For any part repaired or replaced, a new guarantee period of a term equal to the first period shall start counting from the date of bringing the entire installation back into service. In case of emergency or deficiency of the supplier, BROGI S.A.S. reserves the right, after notification remaining without response, to carry out all the replacement or repair works necessary on the defective equipment at the expense and risk of the supplier.

Performance guarantee

Unless stipulated to the contrary in the technical specifications, a performance guarantee is required for the supply subject to the order. At the request of BROGI S.A.S. additional controls of these performances can be carried out when the equipment is brought into service on the site. If these performances are not obtained, BROGI S.A.S. grants the supplier a period in which it can replace the equipment at its expense and repeat the guarantee tests.

If these performances are not obtained at the end of this period, the supplier shall be subject to the choice of BROGI S.A.S.:

- The application of the penalties provided for in the contract,
- The replacement of the defective equipment at the supplier's expense, damages and interest,
- The cancellation of the contract according to the conditions of article 12. Said options can be totaled together.

Responsibility

It is hereby agreed that the above contractual conditions in no way or circumstance release the supplier from its responsibility, whether it results from legal, regulatory or contractual conditions.

Article 15 – Confidentiality of documents and information

All documents, plans, and models provided by BROGI S.A.S. to permit the execution of the order shall remain our property and cannot be reproduced or communicated to third parties in any form whatsoever without written permission from us. Such documents and information shall be considered as secret.

All the information covered by the above clause, relating to the execution of the order, and more generally, all that relating to our company, its fabrications, processes, etc. of which the supplier learns shall be protected by a solemn undertaking to uphold confidentiality, without limitation of time or exception.

In addition, the parties agree that BROGI S.A.S. shall be entitled to compensation for the prejudice effectively caused to it due to non-compliance with this obligation.

Article 16 – Packaging and marking of packages - Shipment

The equipment shall be suitably protected against any damage during its transport.

The parts and packages shall be identified and marked very clearly, in conformity with the instructions given by BROGI S.A.S.. A packing list shall be placed inside each package. The shipping instructions shall be stipulated on the order.

The supplier must issue two copies of the shipping order bearing the reference of the purchase order. One copy shall be adjoined to the equipment while the second shall be sent to BROGI S.A.S..

BROGI S.A.S. may delay the shipment of equipment after its completion. In this case, the supplier must store the equipment carefully in its premises. This storage shall be granted free of charge and shall not give rise to any indemnity at the expense of BROGI S.A.S..

Article 17 - Insurance

The supplier shall be bound to insure the supplies "ad valorem" for transport ex-works to the destination site if the supplier pays for this transport. The supplier shall insure all the equipment, materials and/or tools "ad valorem" that BROGI S.A.S. may entrust to it.

If it is also responsible for assembling the supplies on the site, the supplier undertakes to take out insurance sufficient to cover: a) Its personnel from any risk mentioned in labor legislation, as well as against those provided for by all articles of association and agreements applicable to it.



- b) Its liability vis-à-vis third parties for any material damage and injuries caused by accidents, fire and explosion due to or while performing the services ordered from it.
 - c) Its equipment and the temporary installations on the site, with renunciation of any recourse in case of accident against the Owner and its representatives.
- It must supply proof of all said insurance premiums on first request by BROGI S.A.S..

Article 18 - References

The supplier undertakes never to give our name, without our written agreement, in the list of its references or publish technical documents, photographs and images relating to the equipment supplied to us on which feature our name or the process in which we use said equipment.

Article 19 – Intellectual and industrial property

The supplier guarantees that the fabrication and sale of the supplies does not infringe intellectual or industrial property rights owned by any third party. The supplier expressly guarantees BROGI S.A.S. against any action that a third party may take by virtue of said rights.

Article 20 – Transfer of ownership

The transfer of ownership shall take place on the delivery of the equipment or its being made available to BROGI S.A.S. at the supplier's plant. The parties expressly agree that the risks relating to the equipment shall not be transferred until final acceptance of the supplies is given by BROGI S.A.S..

For partial deliveries or the supply of individual items, ownership shall be transferred immediately for each of the fractions of the supply when paying the progress payments.

Therefore the execution of the order implies that the supplier renounces all reserve of ownership clauses.

Article 21 – Act of God

The term "Act of God" describes any unpredictable and insurmountable event. The Acts of God that can be invoked in particular are the following: natural disaster, fire, war, revolution, and general strike in the country. Delays in the supplier's own supplies shall not be considered to be an Act of God.

The occurrence of an Act of God should be notified by the party that invokes it by fax, confirmed by letter, within 48 hours of the event.

Article 22 – Attribution of jurisdiction

All disputes arising from these conditions or the agreements made with our suppliers shall be dealt with exclusively by the Courts of Chambéry -FRANCE, even in the case of the introduction of third parties or several defendants.

Furthermore, it is expressly agreed that all the conditions of the purchase order, its negotiation, execution, and all the disputes that may stem from it directly or indirectly shall be subject to French law.

In the event of a dispute arising between BROGI S.A.S. and the supplier, the research for an amicable solution will be preferred.

In the event of a complaint, please contact us in writing at the following email address: info@filter-ma.com

The client acknowledges having read these general conditions of sale and declares to accept them without reservation by placing the order.