



**ABRIDGED GENERAL PURCHASE TERMS AND CONDITIONS
GREENE, TWEED & CO.**

The SUPPLIER hereby accepts that its products, which are subject to installation throughout the world, be incorporated within other products.

FORMULATION OF AGREEMENT:

- These general purchase terms and conditions shall constitute the Law governing the contracting parties.

The SUPPLIER hereby accepts said terms and conditions without exception or reserve, thereby waiving its right to invoke the terms and conditions set forth in its own commercial documents.

The attached form (*preliminary receipt confirmation*) must be returned within eight days to GREENE TWEED by means of any written form deemed suitable, including e-mail.

Once the 8-day period has elapsed from the time of receipt by the SUPPLIER, the order shall be considered accepted by same pursuant to all terms and conditions. No specific condition may prevail over the present general purchase terms and conditions, **unless formally accepted in writing by GREENE TWEED.**

QUALITY CONTROLS:

GREENE TWEED reserves the right to proceed with any and all quality controls on delivered orders.

Quality controls and tests shall be carried out by the SUPPLIER, which shall not release it from any liability or constitute acceptance of the products and services.

CONFORMITY:

The design and manufacture of products must be carried out pursuant to the specifications transmitted to the SUPPLIER by GREENE TWEED.

The SUPPLIER agrees to conform to all required technical specifications included.

COMPLIANCE:

GREENE TWEED may refuse to accept merchandise if any defects are present, both in terms of quality as well as of compliance with specifications.



Rejected products shall be promptly removed by the SUPPLIER at its own expense.

In the event of rejection, GREENE TWEED shall have the right to demand that the SUPPLIER replace merchandise within the timeframe to be determined by the former, or to unilaterally terminate the agreement, without prejudice to any rights or recourses it may otherwise be availed of.

WARRANTY:

In accordance with the provisions of Article 1641 et seq. of the Civil Code, the SUPPLIER shall be held legally liable to GREENE TWEED to guarantee against any hidden defects.

In the event of apparent or hidden defects, GREENE TWEED shall require replacement, repair, or reimbursement of the products in question.

Furthermore, the SUPPLIER shall be held liable for this warranty regardless of where the products may be located. In the event that repair or replacement of the product should require deployment of GREENE TWEED personnel, the SUPPLIER agrees to reimburse GREENE TWEED for all costs related to such intervention, including travel expenses.

LIABILITY:

GREENE TWEED waives all liability for damages resulting directly or indirectly from the breakdown or failure of products into which the products acquired from the SUPPLIER have been incorporated.

The SUPPLIER agrees to accept without limitation full and complete liability for direct or indirect consequences relating to the products. For the life of this agreement, the SUPPLIER shall hold GREENE TWEED harmless for any material or immaterial loss or damage (including any costs arising from legal proceedings) that results from acts or omissions by the SUPPLIER, or by its subcontractors, officers or representatives.

GREENE TWEED reserves the right to request that the SUPPLIER provide a certificate of insurance guaranteeing its liability for any pecuniary consequences of such loss or damage for which it is responsible.

DELIVERY:

Deliveries shall be made according to the date, timeframe and location specified in the order. The vendor shall be responsible for verifying the times for receiving merchandise. Compliance with date, timeframe and location shall constitute one of the essential clauses of these general purchase terms and conditions.



Deliveries shall not be accepted by GREENE TWEED unless they are accompanied by an invoice specifying the number and date of the order made by GREENE TWEED, as well as the following documents, depending on the nature of the products ordered:

- design plan of the piece or specifications
- certificate of material conformity
- standardization certificate
- certificate of production based on supplied materials
- serial numbers for safety pieces (specify: e.g., type)

Any delays in delivery, once formal notice has been received, shall lead to the application of a penalty equivalent to 1% of the invoiced amount for each day of delay, without exemption. Delays shall be calculated on the basis of mutually accepted estimated date of delivery, confirmation of receipt, and, in the absence of the latter, [the delivery date] appearing on the order. Late penalties due from the SUPPLIER in accordance with this article shall be deducted by the client from subsequent payments owed to the SUPPLIER, or by bank guarantee.

SHIPPING:

Unless stipulated otherwise in writing by GREENE TWEED, all merchandise shall be delivered charges prepaid, with all risks and liabilities assumed by the SUPPLIER, who shall also be fully liable for any loss or damage. Shipping and handling fees shall be specified on the invoice, except on items shipped free delivery.

Shipping costs for returned merchandise, as well as costs for reshipping replacement merchandise, shall always be borne exclusively by the SUPPLIER, unless stipulated otherwise in writing.

TRANSFER OF PROPERTY RIGHTS AND RISKS:

Property rights, unless stipulated otherwise on purchase orders or other [documentation], shall be transferred to GREENE TWEED once the merchandise has been received at its premises.

No property reserve clause stipulated by the SUPPLIER shall be considered valid, unless expressly and explicitly agreed to GREENE TWEED.

The SUPPLIER assumes the risks and liabilities associated with the shipping of the merchandise.

Risks relating to merchandise delivered in conformity with an order shall be, unless stipulated otherwise or stated on the purchase order, transferred to GREENE TWEED upon receipt of merchandise at its premises.

PRICE – PAYMENT:

Unless indicated otherwise on the purchase order, delivery costs to the site specified on the order shall be included in the contractual price.



Invoices sent by the SUPPLIER must comply with current legislation and must specify any price reductions made at the time of purchase.

Payments shall be made by GREENE TWEED 60 calendar days at the end of the month from the date of delivery by cheque or money transfer, under the following conditions:

- Original invoices must be sent to GREENE TWEED. They must precise the purchase order number, date of expediting and the number of the bill of lading. They need to clearly show the net amount, the VAT and the VAT number if any as well as other taxes and duties and the net final due amount.
- Invoices that don't carry all these details will be returned to sender.
- deliveries must arrive before the 25th of the month; deliveries received after this date will be considered due the month after.
- unless agreed with GREENE TWEED, all deliveries received earlier will be considered received at the contractual date.

GREENE TWEED has the authority to balance any GREENE TWEED or SUPPLIER's due payments.

INTELLECTUAL PROPERTY:

All tools, models, materials, plans, specifications or any other form of information furnished by GREENE TWEED within the scope of this agreement shall remain at all times the property of same, and may not be used by the vendor except for purposes relating to execution of this agreement. They may not, under any circumstances, be transferred. The vendor agrees to safeguard confidential documents and other forms of information and return them to GREENE TWEED at the same time as the material.

Inventions, patents, designs, registered trademarks and models, as well as any other industrial property rights that may result from the execution of this agreement, shall be transferred and become the property of GREENE TWEED pursuant to the terms of this agreement. The SUPPLIER shall undertake all formalities and sign all documents needed in order to complete transfer of property rights.

APPLICABLE LAW – DISPUTES:

The purchase agreement is subject to French law.

As expressly agreed, any disputes that may arise between the parties as a result of this purchase agreement shall be submitted to the exclusive competence of the Courts in which GREENE TWEED's registered offices are located, regardless of place of delivery, means of payment, or as a result of claims under warranty or class action suit.