

GENERAL TERMS OF PURCHASE

1. CONTRACTUAL DOCUMENTS

Any of the by-contractor's terms differing from those appearing on Bollhoff Otolu's order, mentioned in any document (issued by the by-contractor) such as an order acknowledgement, a letter or an invoice, are not contractual.
The same applies to the by-contractor's general terms of sale, particularly as regards the reservation of title clause.

2. PRICE

- 2.1. Prices are firm and cannot be subject to modification, packing included. Prices are specified DDP « Delivered Duty Paid » at the place stated in the order.
- 2.2. If the order stipulates « indicate price on acknowledgement of order » and that this price is not given to Bollhoff Otolu before the contract is fulfilled, such fulfilment will on no account be considered as a price acceptance by Bollhoff Otolu.
- 2.3. Bollhoff Otolu's by-contractor must mention the references of the order on his invoice.
- 2.4. Invoices are settled 30 days end of month on the 15th of the following month of valid delivery.

3. DELIVERY DATE

Delivery dates are imperative. However, they may be changed according to the needs of Bollhoff Otolu's customers.
Deliveries in advance may be refused. If they are accepted, they are payable as per the contractual maturity. In case of overdue delivery, Bollhoff Otolu reserves the right to cancel all or part of the by-contractor's order, to assign its fulfilment to another supplier and to apply the indemnities provided in article 7.

4. DELIVERY

- 4.1. Bollhoff Otolu allows no tolerance for missing or excess parts.
- 4.2. Deliveries are made at the business hours mentioned on the order. They must be accompanied by a delivery note mentioning Bollhoff Otolu's order number and by a packing list. Bollhoff Otolu reserves the right to refuse or return carriage forward any delivery that does not comply with this.

5. QUALITY - COMPLIANCE

- 5.1. Only the products that are fit to meet Bollhoff Otolu's manufacturing requirements will be considered as received.
- 5.2. The quality process (such as standards and certifications, including ISO) which the by-contractor is committed to is opposable to him by Bollhoff Otolu in that it constitutes imperative obligations for the said by-contractor.
The product quality assurance demands that the inspections prior to manufacturing by Bollhoff Otolu be conducted by the by-contractor before delivery to Bollhoff Otolu.

6. GUARANTEE

- 6.1. Bollhoff Otolu's by-contractor guarantees that his product or his service comply with their use. Bollhoff Otolu's by-contractor is a recognized professional and will on no account oppose Bollhoff Otolu's instructions, whatever form they might take, to exempt himself from liability.
- 6.2. In addition to the application of article 1641 of the French civil code, the by-contractor guarantees Bollhoff Otolu the absence of any latent defect for a period of 1 year starting from the first use of the product by Bollhoff Otolu or a third party:
 - Bollhoff Otolu can, at will, claim compensation from the by-contractor as specified in article 7.
 - the by-contractor must immediately take all possible steps whatever their cost or nature (technical, financial, human, logistic etc.) to fulfil completely his contractual obligations.

7. COMPENSATIONS

- 7.1. In case of total or partial non-execution by the by-contractor (such as part deliveries, deliveries in advance, overdue deliveries, products or services that do not comply with their use, conspicuous or latent defects, etc.), Bollhoff Otolu can at will claim all or part of the sanctions or compensations hereafter :
 - return of order and immediate compliance
 - cancellation or modification of order
 - any cost issuing from the Bollhoff Otolu non-compliance form (including storage costs, logistics costs, administrative expenses etc.)
 - late payment charges, which can be equal to the amount of the production stoppages suffered by Bollhoff Otolu or third parties (including car manufacturer customers). These charges can on no account be less than a pre-tax amount of 1% of the pre-tax net price per calendar day of delay with a pre-tax fixed minimum of 100 Euros.
 - direct or consequential damages of any kind suffered by Bollhoff Otolu (directly or through a claim from a third party, including car manufacturer customers), such as trading losses, commercial damage, loss of competitive edge, sustained contractual penalties, recall campaigns, production overruns, sorting, alterations, fees and expenses, etc.
- 7.2. Bollhoff Otolu may compensate for all or part of the sums due by the by-contractor (whatever their nature) with all or part of the price due to the latter (either under the contract which generated this debt or under another operation).

8. INDUSTRIAL PROPERTY - CONFIDENTIALITY

- 8.1. Bollhoff Otolu's by-contractor is bound to keep confidential any information of any kind he might have access to on the occasion of his contractual relationship with Bollhoff Otolu.
- 8.2. All items of industrial property, whatever their nature (drawings, models, plans, specifications, functional analyses, requirements, tools, means of measuring, know-how, technical files, surveys etc.), are and remain Bollhoff Otolu's sole and inalienable property, whether they are issued by Bollhoff Otolu or made by his by-contractor on his behalf.
Consequently, such items of industrial property can on no account be used in any way nor to the benefit of anyone without Bollhoff Otolu's prior and written authorisation.
Bollhoff Otolu's by-contractor is bound to safeguard Bollhoff Otolu from any prosecution regarding the counterfeit nature of the supplied products. He is bound to intervene in the judicial proceedings.
- 8.3. The obligations specified in articles 8.1 and 8.2 above remain applicable during the 20 years following the termination of the contractual relationship.

9. MISCELLANEOUS PROVISIONS

- 9.1. Bollhoff Otal's by-contractor must restrict his commitments (such as material supply, security stock etc.) to Bollhoff Otal's firm orders.
- 9.2. Unless notified previously and in writing by Bollhoff Otal, sub-contracting is forbidden.

10. DISPUTES

The applicable law is the French law. The courts of competent jurisdiction are those of Bollhoff Otal's head office.