
General Terms of Purchase (GTP) — MECA8760

MECA8760 SAS — applicable when MECA8760 purchases Goods or Services.

In force as of 13/10/2026 — revision A

English courtesy translation. In the event of any discrepancy with the French version, **the French version alone prevails** (common core, Article 11.2). To be read following the **common core**, whose definitions and common rules apply in full.

Spirit of the document. MECA8760 requires duties of its suppliers but assumes obligations in return. These GTP aim at a **sound and lasting framework**, not a balance of power: the principle is **amicable agreement**; the sanction measures are exceptional regimes, applied failing a shared solution.

Article 1 — Purpose and scope

1.1. These GTP govern orders for Goods and Services (the “Goods”) placed by MECA8760 (the “Buyer”) with any seller (the “Supplier”), notably mechanical subcontracting purchases.

They apply to any offer, order, delivery of goods or provision of services made by MECA8760, save express written stipulation to the contrary accepted by MECA8760. Any reference by the Supplier to its own general conditions (of sale, of services or otherwise) in its quotations, order acknowledgements, delivery notes or invoices is deemed to be without effect, save express written acceptance by MECA8760 of the provisions concerned.

1.2. They supplement the common core. Any order whose performance the Supplier validates entails unreserved adherence to these GTP and to SPEC01.

Article 2 — Contractual documents, precedence and amendments

2.1. In accordance with the common core, documents prevail in the following decreasing order: Special Terms, framework agreements or amendments (including the order and its acknowledgement) > these GTP and the common core > SPEC01 > offers or quotations > specifications, drawings, models and plans communicated to the Supplier.

2.2. The Supplier’s general terms of sale are **unenforceable** against MECA8760, save its express written acceptance.

2.3. **Amendment of these GTP — required formalism.** The Supplier is entitled to request the amendment of certain provisions of these GTP. Such request must be **made in writing**. It takes effect only after acceptance by MECA8760, in the following forms:

a) Amendment relating to a specific order. The amendment takes effect after **written agreement of one partner of MECA8760, by simple e-mail**. Its scope is limited to the **order concerned alone**; it does not constitute a precedent and does not apply to subsequent orders.

b) Amendment relating to the commercial relationship. Any lasting derogation from the framework of these GTP takes effect only after **written and signed acceptance of all the partners** of MECA8760 SAS. Only that form binds the company on the contractual framework.

2.4. **No tacit acceptance.** MECA8760’s silence, the receipt of a delivery, the signature of a delivery note or the payment of an invoice **never amount to acceptance** of an amendment. Absent the formalism provided in Article 2.3, the amendment is **unenforceable** and these GTP apply in full.

Article 3 — Order and order acknowledgement

3.1. Any purchase is the subject of an order issued electronically. The order becomes definitive only after return, within **48 hours**, of an **order acknowledgement** issued without reservation by the Supplier.

3.2. **Order at EUR 0.** For an order at EUR 0, the Supplier communicates the final prices by OA; the Buyer then updates its order. Absent an update within 48 business hours, the Supplier may consider the order validated at the prices communicated.

3.3. The Supplier verifies that the order and its documents meet the legal and regulatory requirements in force, and informs the Buyer without delay of any incompatibility **before** starting performance. Commencement of performance amounts to unreserved acceptance of the order.

Article 4 — Price and invoicing

4.1. Prices are **firm and definitive** on the order, ancillary costs included (packaging, transport, insurance, fixed costs, surcharges). Any revision is the subject of a written amendment signed by both Parties.

4.2. **Mandatory particulars.** Invoices state the Buyer's order number, the delivery-note number and the reference of the Buyer's items.

4.3. **Issuance and transmission.** Invoices are drawn up in the name of:

MECA8760 SAS 20 chemin de Lemps 38260 La Côte-Saint-André — FRANCE

They are transmitted **electronically**, in ".pdf" format, to: **administratif@meca8760.fr**, and in accordance with the regulations in force (including, according to the statutory schedule, via an approved platform).

Invoices sent by ordinary mail are not processed and give rise to no late-payment penalty.

Article 5 — Quality and conformity

5.1. **Quality reference.** The expected quality-requirement level is defined by **SPEC01**, communicated with the request for quotation and recalled on the order. SPEC01 is a **contractual document**.

5.2. **Non-conformity — standard regime.** In the event of a proven non-conformity attributable to the Supplier, the latter **replaces or re-manufactures the Goods at its expense**, or the defective Goods **are not paid for**.

No re-invoicing is automatic. Any consequence beyond this article is settled **by amicable agreement, case by case**. The exceptional regime of Article 8 applies only failing such agreement.

5.3. **Documentary requirements and traceability.** The documentary and traceability requirements (material certificates, treatment certificates, measurement reports, declarations of conformity, identification and labelling) are **defined by SPEC01** according to the level applicable to the order, and by the contractual documents.

5.4. **Regulatory conformity.** The Supplier warrants the conformity of the Goods and materials with the applicable regulations (notably REACH and RoHS) and provides the useful information on request. More generally, the Supplier warrants that the goods delivered and services provided comply with all applicable laws and regulations, notably as regards product safety, environment, occupational health and safety, hazardous substances, marking, traceability and user information.

5.5. **Golden rule — freedom of means, intangibility of conformity.**

The Supplier is free in its means, provided it warrants the contractual conformity of the product. The choice of its source of supply, its organisation or its processes belongs to it, as long as the required conformity **and traceability** are ensured.

From this rule flow two obligations:

a) Warn rather than decide alone. Any error, deviation, or requirement deemed unfeasible or unsuitable must be **flagged to the Buyer before delivery**, to determine **together** whether the deviation is derogable or not. The Supplier must neither scrap, conceal nor decide alone: it isolates, identifies and warns.

b) No unilateral initiative affecting conformity. The Supplier does not modify on its own initiative the design, dimensions, tolerances, surface finishes, or any characteristic defined in the contract. If it deems a requirement unfeasible, unsuitable or disproportionate in cost, it **flags it**; the Parties determine together what is acceptable or derogable.

c) Special cases. The obligation of prior agreement on a change of process, raw material or subcontractor applies only where it is **expressly provided** by a framework agreement, by the order, or by an amendment to the GTP (Article 2.3).

d) Confidentiality of the Supplier's processes. Symmetrically, the Supplier **is not required to disclose** its processes, process sheets, resources, organisation or the identity of its own subcontractors: such disclosure is at its sole discretion.

Reservation. It cannot be refused where necessary for **proof of conformity**, for the **traceability** required by the contractual documents or by SPEC01 (notably at levels D3 and D4), or where imposed by a **statutory or regulatory obligation**.

5.6. Supplier's intellectual-property warranty. The Supplier warrants that the Goods delivered, and the processes used to make them, **infringe no third-party right** (patent, design, model, trademark, know-how, copyright).

It **holds the Buyer harmless against any action, claim or award** brought on that ground by a third party, and bears the full consequences thereof, including defence costs.

5.7. Goods entrusted to the Supplier. Where the Buyer hands over to the Supplier a material, blank, part, tooling or resource (the "entrusted good"), it remains the **property of the Buyer**. The Supplier keeps it as a good professional and may not use it for purposes other than performance of the Order.

Theft, fire and casualty. In the event of theft, fire or any other casualty affecting an entrusted good, the Supplier's liability is **limited to its proven fault** — notably a lack of reasonable security measures — and capped at the **pre-tax amount of its service**, the price thereof not incorporating the value of the entrusted good.

The Supplier declares the casualty without delay to its insurer and informs the Buyer immediately. **It is for the Buyer to insure the value of its own entrusted goods.**

5.8. Warranty against hidden defects. Independently of any contractual warranty, the Supplier remains bound by the statutory warranty against hidden defects under Articles 1641 et seq. of the Civil Code. As a professional, the Supplier is presumed to know the defects of the thing; accordingly, it may not invoke against MECA8760 any clause excluding or limiting the warranty against hidden defects, nor any limitation-of-liability clause having the effect of restricting MECA8760's compensation under that warranty.

Article 6 — Inspection of deliveries on receipt

6.1. The verification and acknowledgement of the Goods delivered are carried out **at the Buyer's site** after delivery.

6.2. The Buyer's signature of the delivery note **does not amount to definitive acceptance** until the latter has been pronounced by its authorised departments.

6.3. **Reinforced inspection.** The Buyer may make acceptance of the Goods conditional on the result of an inspection compliant with SPEC01, carried out where applicable by a third party (pre-shipment inspection, metrology firm).

6.4. **Claim period — apparent and non-apparent defects.** MECA8760 has a minimum period of thirty (30) calendar days from delivery to notify the Supplier, in writing, of any apparent non-conformity of the goods or services. Defects not apparent on delivery may be notified by MECA8760 within a reasonable time from their discovery, within the applicable limitation periods. No clause in the Supplier's documents may have the effect of

reducing these periods or of depriving MECA8760 of its right to act under the warranty against hidden defects or in liability, notably where the Supplier is a professional.

Article 7 — Delivery, lead times and Incoterms

7.1. Each delivery is the subject of a delivery note recalling the Buyer's order number.

7.2. **Mandatory lead times.** The lead times stated on the order bind the Supplier mandatorily. No modification is possible without the Buyer's prior written agreement.

7.3. **Delay — tiered response.**

Preamble — basis of the penalty. Failure to meet a lead time has, for MECA8760, consequences whose **financial impact is certain but difficult to quantify**: disruption of machine load, downstream supply shortages, commitments made to its own customers. This grounds the **fixed** nature of the penalties below.

Tier 0 — Alert: no penalty. The Supplier who **anticipates** a risk of delay and informs the Buyer as soon as it becomes aware suffers **no penalty**: the Parties re-plan together.

Tier 1 — Simple delay: no penalty. Finding of overrun and formal notice by e-mail, together with a **grace period of five (5) business days** allowing recovery.

Tier 2 — Confirmed delay. Beyond the grace period, a penalty of **0.5% of the pre-tax amount of the delayed fraction per business day, capped at 10%** of the pre-tax amount of that fraction, is due.

Tier 3 — Critical delay. Beyond the cap, or if the lead time was identified as **critical on the order**, the Buyer may terminate the order by simple e-mail, source from a third party at the Supplier's expense, or require specific performance — under the conditions of Article 8.

These penalties are intended to compensate on a fixed basis for the foreseeable loss resulting from the delay, without exceeding that loss. At the Supplier's request, the Parties examine together the possibility of adjusting the penalties where they appear manifestly disproportionate to the loss actually suffered.

Exemptions. No penalty is due if the delay is attributable to the Buyer (material, drawings, validation or down payment provided late) or results from an event of force majeure. A lead time is deemed **critical** only if flagged as such on the order.

7.4. **Incoterms.** For purchases involving transport, notably on import, an **Incoterm** (ICC in force) is agreed on the order and sets the allocation of costs, customs formalities and the **transfer of risk**. Absent mention, risk remains on the Supplier until receipt at the Buyer's site.

Article 8 — Supplier's liability — exceptional regime

Applicable regime. The standard regime is that of Article 5.2 (replacement, re-manufacture or non-payment) and amicable agreement. **This article applies only failing amicable agreement**, and in serious or repeated situations: repeated non-conformities, critical delay, refusal to remedy, or quantifiable and documented loss.

8.1. **Liability.** The Supplier is liable, towards the Buyer, for the **direct losses** resulting from a defect of conformity or quality of the Goods delivered, both qualitatively and quantitatively, as well as for damage caused to persons and property by the Goods delivered.

In accordance with Article 8.2 of the common core, **indirect losses are excluded on both sides**: the Buyer may no more claim them from the Supplier than the Supplier from the Buyer.

8.2. **Supplier's right to propose a solution — Buyer's duty to inform.**

Before any measure taken at its expense, the Supplier has the **right to propose a solution itself**. The procedure is as follows:

a) The Buyer informs. MECA8760 communicates **in writing** to the Supplier the non-conformity found **and its real constraints**: the date by which the parts are mandatorily needed, quantity, expected quality level, criticality.

b) The Supplier proposes. The Supplier has **24 business hours in the event of a characterised emergency**, and **48 to 72 business hours** in standard circumstances, to propose a solution meeting those constraints: rework, sorting, emergency re-manufacture, partial stopgap, express transport at its expense. **The Buyer may not prohibit it from proposing.**

c) Performance at the Supplier's expense. MECA8760 has the work performed at the Supplier's expense only if: no solution is proposed within the period; or the solution proposed does not meet the constraints communicated; or the solution proposed fails.

d) Characterised emergency. If the emergency materially does not allow waiting, MECA8760 may act immediately, informing the Supplier without delay.

8.3. Fixed non-conformity management fee. Any non-conformity **proven and attributable to the Supplier** gives rise to a fixed fee of **EUR 85 per non-conforming reference**. This fee corresponds to the average internal costs of handling a non-conformity (finding, sorting, exchanges, re-planning, re-receipt, re-inspection).

This fee is **capped at the pre-tax amount of the fraction concerned**. It is **independent of and cumulative with** the regime of Article 5.2, but gives rise to no other re-invoicing as long as the Parties remain within the amicable framework.

It is **not due** where the non-conformity arises from the Buyer's documents, drawings, materials or instructions. At the Supplier's request, the Parties examine the possibility of reducing this fee where the non-conformity is minor and has entailed significantly lower handling costs. Any re-invoiced costs are limited to the direct, reasonable and duly substantiated costs incurred by MECA8760 to address the breach.

Delay penalties fall exclusively under Article 7.3.

8.4. Re-invoicing of direct costs. Failing amicable agreement, and in the situations referred to in the preamble to this article, the Buyer re-invoices to the Supplier the **documented direct costs** incurred as a result of the non-conformity or delay: sorting and reinforced inspection, rework, emergency re-subcontracting, substitute-supply extra cost, return and transport costs.

8.5. Expert examination. The Buyer may notify the Supplier of the date and place of the expert-examination operations in order to render the estimate of damage enforceable against it.

Article 9 — Import purchases

9.1. Pre-shipment inspection. For import purchases, the Buyer may make acceptance of the Goods conditional on the result of an inspection compliant with SPEC01, carried out where applicable by a third party (pre-shipment inspection, metrology firm).

9.2. Customs documentary conformity. The Supplier provides the documents necessary for customs clearance and warrants the accuracy of the information on origin, nomenclature and value.

Article 10 — Ethics and decent work

10.1. Supplier's undertaking. The Supplier warrants that it uses neither **child labour**, nor **forced labour**, nor **undeclared labour**, and complies with the social legislation applicable in its country of establishment and with the fundamental conventions of the International Labour Organization.

10.2. Cascading. The Supplier undertakes to impose the same requirements on its own subcontractors and suppliers.

10.3. Sanction. Any proven breach of this article constitutes **gross misconduct**. It authorises MECA8760 to **suspend ongoing orders** and to **terminate the commercial relationship immediately, without notice or indemnity**.

Such termination does not preclude payment for Goods duly delivered and conforming prior to the finding of the breach.

10.4. **Proportionate verification.** MECA8760 imposes no audit. It reserves the right to request from the Supplier, in the event of serious doubt, the evidence establishing compliance with this article.

Article 11 — Confidentiality

11.1. In addition to Article 6 of the common core, the Supplier takes all measures so that the specifications, formulas, drawings, plans, details and manufacturing secrets relating to the Buyer's orders or those of its customers are neither copied, reproduced nor communicated to third parties.

11.2. This obligation applies to all the Supplier's personnel and survives the end of the relationship. Any breach engages the Supplier's liability and may entail the immediate termination of ongoing orders.

Article 12 — Vigilance obligation (Suppliers established in France)

12.1. **Scope.** This article applies **exclusively to Suppliers established in France**, for any contract of an amount at least equal to **EUR 5,000 excl. tax**. It does not apply to Suppliers established outside France. The threshold of EUR 5,000 excl. tax is assessed per contract or set of contracts relating to the same operation, in accordance with the applicable texts.

12.2. **Vigilance certificate.** Pursuant to Articles L.8222-1 et seq. of the Labour Code — a statutory obligation to which **MECA8760 is itself bound** as principal — the Supplier provides its **URSSAF vigilance certificate** on conclusion of the contract, then **every six (6) months** until the end of its performance.

Article 13 — Payment conditions and periods

13.1. The Buyer's payments are made **by bank transfer**. The Supplier communicates its bank details (IBAN transmitted by e-mail and stated on the invoice).

13.2. Unless special conditions apply, invoices are paid in accordance with the statutory provisions in force (Articles L.441-10 et seq. of the Commercial Code), the starting point of the period being the date of issue of the **conforming invoice** within the meaning of Article 4.

End of the GTP. The SPEC01 quality specification, a contractual appendix, completes the framework.