
General Terms of Sale (GTS) — MECA8760

MECA8760 SAS — applicable when MECA8760 sells 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.

Article 1 — Purpose

1.1. These GTS govern sales of Goods (mechanical parts, assemblies, kits, tooling) and Services (consulting, 3D design, drafting, industrialisation, machining to order) performed by MECA8760 for a professional customer (hereinafter “the Customer”).

1.2. They supplement the common core and are refined, where applicable, by the Special Terms specific to each transaction.

Article 2 — Commercial proposal and price revision

2.1. **Contractual content.** The commercial proposal defines the scope, quantities, prices, lead times and technical or commercial remarks. Remarks stated on the commercial proposal and on the order acknowledgement (OA) are contractual and prevail over the Customer’s manufacturing documents and specifications.

2.2. **Validity.** Unless otherwise stated, the commercial proposal is valid for **seven (7) days**. Thereafter it may be revised.

The price of a commercial proposal may change, as long as it has not been accepted, according to:

the cost of **energy**;

the cost, market price and availability of **material**;

rate variations (exchange rates and interest or financing rates);

internal technical contingencies (capacity, availability of resources, process constraints).

2.3. **Revision during performance — hardship (imprévision).** For orders with extended performance or framework agreements, if the cost of materials, energy or supplies varies significantly and unforeseeably after the order, the Parties shall confer to adjust the price, pursuant to Article 1195 of the Civil Code. Failing agreement, the order may be suspended or terminated for the quantities not yet committed, without indemnity.

Article 3 — Price, VAT, transport

3.1. Prices are stated in euros, excluding tax, plus the VAT and transport costs applicable on the order date.

3.2. The applicable prices are those in force when the order is placed. MECA8760 undertakes to invoice at the prices stated on the order acknowledgement.

Article 4 — Order and order acknowledgement

4.1. The order is deemed accepted only as from the sending by MECA8760 of an order acknowledgement (OA), which conclusively sets the conditions of performance (quantities, prices, lead times, technical remarks). These GTS, supplemented where applicable by the Special Terms, prevail over the Customer’s purchase conditions, save written agreement by MECA8760 on identified conflicting provisions.

4.2. **Tiered OA regime — rights and duties of each Party.**

Case 1 — Conforming OA. Where the OA conforms to the commercial proposal or to the Customer's **historical conditions**, the Customer has **48 business hours** from the sending of the OA to contest it. After that period, the order is **deemed definitively accepted** on the terms of the OA.

Case 2 — Modified OA. Where the OA departs from the commercial proposal or the historical conditions, MECA8760 has the **duty to notify explicitly and in writing the modifications made**, so that they are identifiable as such. The Customer then has **72 business hours** from the sending of the OA to contest them. After that period, the order is **deemed definitively accepted**.

Sanction for failure to notify. Absent explicit notification of a modification, the 48-business-hour period does not run and the modification is **not enforceable** against the Customer.

Historical conditions. Historical conditions mean, without limitation: the price recorded in the database for the relevant item, previous contractual conditions, previously validated 2D drawings and 3D files, previous commercial proposals relating to the product, and previous written exchanges relating to its manufacture.

4.3. MECA8760 is not required to accept, during performance, new requirements without a counterpart in lead time and/or price. In accordance with Article 3.4 of the common core, any new requirement is taken into account only after written confirmation by MECA8760.

Article 5 — Scope of the undertaking and exclusive contractual reference

Central article. It defines what MECA8760 undertakes — and what cannot be invoked against it.

5.1. **Scope of the undertaking.** MECA8760 undertakes to deliver Goods **compliant with the contractual documents**: Special Terms, dimensioned drawings, the Customer's written specifications, standards expressly referenced on those documents. Conformity is assessed **part by part** against those documents alone.

5.2. **Exclusive contractual reference.** Conformity is assessed **exclusively** against the contractual documents.

The following cannot be invoked against MECA8760: "good workmanship practice", "state of the art", trade usages, the Customer's internal standards, its implicit expectations, and any functional requirement not expressed by a **dimension, a tolerance or an expressly designated standard** on a contractual document.

An uncalled-out characteristic is not a required characteristic. A standard acquires contractual value only if it is expressly referenced on a contractual document; its mere mention on an internal, technical or customary document does not suffice.

5.3. **Sample part, specimen and prototype.** The provision of a sample part, specimen, prototype or original part constitutes an **information aid** and **not a contractual document**.

It cannot ground any dimensional, geometric, appearance or material requirement not dimensioned or specified in writing on a contractual document: the presence of a characteristic on the sample part does not amount to a requirement.

Exceptions. The provided part acquires contractual value: (a) upon express mention on the order or the OA; or (b) if it is a **calibrated gauge**, accompanied by a certificate issued by an accredited body (such as COFRAC), and within the sole limits of that certificate.

5.4. **Customer's drawings and specifications.** The Customer warrants the accuracy and completeness of the drawings, models and specifications it provides, and bears responsibility for any error, omission or insufficiency of definition.

5.5. **Limit of the undertaking — Customer's objectives.** MECA8760 does not warrant the Good's fitness for the Customer's end use, assembly or integration, nor the functional result of an assembly it does not itself integrate.

The **functional definition** (functional dimensions, dimension chains, assembly clearances, design choices) is the Customer's responsibility, save a design assignment expressly entrusted to and invoiced by MECA8760.

5.6. **Freedom of means.** MECA8760's undertaking concerns the **conformity of the delivered Good** to the contractual documents, and that alone.

The **choice of means** used to achieve it belongs to it entirely and freely: processes, machines, manufacturing process sheets, organisation, sources of supply and **recourse to subcontracting**. This free choice is exercised in compliance with applicable statutory provisions and the confidentiality obligations of Article 6 of the common core.

The Customer may impose a specific means only by **express mention** in the contractual documents.

Confidentiality of processes. MECA8760 **is not required to disclose** its processes, manufacturing process sheets, programs, resources, organisation, or the identity of its subcontractors. Such disclosure is at its **sole discretion**.

Reservation. It cannot be refused where necessary for **proof of conformity** of the Good, for the **traceability** required by the contractual documents or by SPEC01, or where imposed by a **statutory or regulatory obligation**.

5.7. **Customer's intellectual-property warranty.** The Customer warrants that the drawings, models, specifications and parts it communicates to MECA8760 **infringe no third-party right** (patent, design, model, trademark, know-how, copyright).

It **holds MECA8760 harmless against any action, claim or award** brought on that ground by a third party, and bears the full consequences thereof, including defence costs.

5.8. **Duty to advise.** MECA8760 flags to the Customer any **manifest** inconsistency or insufficiency it detects in the documents provided, within the limits of its field of competence and the information in its possession. This is a best-efforts obligation; it does not transfer to MECA8760 responsibility for the design.

Article 6 — Goods and materials entrusted by the Customer

6.1. **Definition and ownership.** Where the Customer hands over to MECA8760 a material, blank, part, welded assembly, jig, mechanical assembly, tooling or resource (the "entrusted good"), it remains the property of the Customer.

6.2. **Transfer of custody and inspection.** Custody of the entrusted good is transferred to MECA8760 upon receipt at its site, **subject to a consistency check** (quantity, nature, apparent condition). Any anomaly is reported to the Customer. MECA8760 cannot be held liable for a defect not detectable on receipt.

6.3. **Conformity of the material provided.** The Customer warrants that the entrusted good is compliant, certified and fit for the requested manufacture (grade, treatment, condition, dimensions). MECA8760 is not required to verify the composition or internal characteristics of the entrusted good.

6.4. **Storage and storage conditions.** MECA8760 provides reasonable custody of the entrusted good during manufacture. It is not liable for deterioration arising from the very nature of the good, a pre-existing defect, or a prolonged stay attributable to the Customer (notably oxidation, corrosion, deformation).

Guaranteed storage conditions. MECA8760 stores Goods and entrusted goods in a covered workshop area, in an **uncontrolled atmosphere** (neither temperature nor humidity regulated). It warrants no storage condition beyond this.

Beyond thirty (30) days after the finished part is made available, or after the end of manufacture for an entrusted good, MECA8760 may **invoice storage fees**. After that period, its liability for custody is **limited to damage resulting from its proven fault**, excluding deterioration linked to the mere passage of time, to the normal storage conditions above, or to the very nature of the Good.

End of custody. Beyond **six (6) months** without collection despite formal notice, MECA8760 may, after thirty (30) days' written notice, end custody: the Goods are then held available **at the Customer's cost and risk**, and the Customer remains liable for storage fees.

6.5. Offcuts and scrap. Unless the Customer requests otherwise in writing at the order stage, offcuts, chips and scrap are not returned.

6.6. Financial risk and insurance of entrusted goods.

Allocation of risk. As the entrusted good remains the Customer's property, **the Customer is responsible for insuring its value**. The price of MECA8760's service is set **without incorporating the value of the entrusted good** or of the components incorporated: it includes no risk premium on that account.

Declaration of value. The Customer declares the value of the entrusted goods when handing them over. Absent a declaration, it cannot invoke against MECA8760 a value it has not declared.

Cap. Consequently, and by exception to Article 8.3 of the common core, MECA8760's liability for the loss, destruction or deterioration of an entrusted good resulting from its proven fault is **capped at the pre-tax amount of the relevant service** — and not at the value of the entrusted good, welded assembly, jig or assembly. This cap does not apply in the event of gross or wilful misconduct.

Theft, fire and casualty. In the event of theft, fire, water damage or any other casualty affecting an entrusted good, MECA8760's liability is **limited to its proven fault** — notably a lack of reasonable security measures — and remains in any event capped as above.

In such a case, MECA8760 undertakes to **declare the casualty without delay** to its insurer, to inform the Customer immediately, and to file a complaint where the circumstances warrant.

The Customer is responsible for insuring its entrusted goods against these risks, save express stipulation to the contrary in the Special Terms.

Transfer of risk to value. The Customer may request that MECA8760 bear the risk up to the value of the entrusted good: such transfer is the subject of a **framework agreement or express mention on the order**, together with a pricing counterpart.

Article 7 — Performance and transformation of the entrusted good

7.1. Material risk. Machining irreversibly transforms the entrusted good. Where the non-conformity of a part results from the good entrusted by the Customer (grade, treatment, internal defect, out-of-tolerance blank), the scrap is borne by the Customer, who remains **liable for the work performed** by MECA8760.

7.2. Duty to flag. If MECA8760 detects, before or during machining, a manifest doubt as to the fitness of the entrusted good, it informs the Customer and may suspend performance pending its instructions, without such delay being attributable to it.

7.3. Liability cap. In the event of proven fault of MECA8760 having destroyed or deteriorated the entrusted good, its liability is limited under the conditions of **Article 6.6** of these GTS, excluding any indirect loss.

Article 8 — Deliveries, partial deliveries and related invoicing

8.1. Lead times. Delivery lead times are given **for information only**, save where they are **expressly confirmed as firm on the order acknowledgement**. A reasonable delay on an indicative lead time gives rise to neither indemnity nor cancellation.

8.2. Delay on a firm lead time — tiered response. Where a lead time has been **expressly confirmed as firm on the OA**, delay attributable to MECA8760 is handled as follows:

Alert: no penalty. If MECA8760 anticipates a risk of delay and informs the Customer as soon as it becomes aware, the Parties re-plan together.

Grace period: no penalty. MECA8760 has **five (5) business days** beyond the firm lead time to make up the delay.

Penalty. Beyond the grace period, MECA8760 owes the Customer a penalty of **0.3% of the pre-tax amount of the delayed fraction per business day, capped at 5%** of the pre-tax amount of that fraction. This penalty has the nature of liquidated damages (dommages-intérêts forfaitaires).

Exclusive remedy. This penalty constitutes the **sole and only compensation** owed by MECA8760 for a delivery delay, excluding any other loss, notably indirect (Article 2 and Article 8.2 of the common core).

Exemptions. No penalty is owed where the delay results from the Customer's own act (material, entrusted goods, drawings, validations or down payment provided late), from a modification request on its part, or from an event of force majeure.

8.3. Partial deliveries — MECA8760's discretion. MECA8760 may, at its own discretion, ship and invoice the quantities produced by **partial deliveries**, with no threshold or quantity-tolerance condition.

The Customer may **refuse a partial delivery** or request its postponement, **in writing (e-mail) at the time the delivery note is sent**; MECA8760 then complies with that request (for example: postponing an end-of-month shipment to the following month for the Customer's invoicing reasons).

8.4. Complete order — mandatory shipment and invoicing. Where MECA8760 delivers a **complete order within the lead time confirmed on the OA**, the corresponding shipment and invoicing are **mandatory**: the Customer may neither refuse them nor request their postponement.

8.5. Remaining balances. Each partial delivery constitutes a separate performance, due and invoiceable on its date. Remaining balances are delivered as and when available.

8.6. Transfer of risk. Goods are sold **ex works**: risk is transferred to the Customer upon availability or collection. Another allocation (Incoterm ICC in force) may be agreed case by case in the Special Terms.

8.7. Transport reservations. Shortages or deterioration occurring during transport must be **precisely** noted on the delivery note upon receipt, then confirmed in writing within **five (5) business days**, with the transport identification details and useful photographs.

This period applies to the claim addressed to MECA8760. The Customer's action **against the carrier** is governed by its own statutory regime, whose periods are shorter and which the Customer handles itself.

Article 9 — Receipt, inspection and acceptance

Basis of this article. These GTS govern relationships **between professionals**, concerning **technical, specific and bespoke parts**, manufactured to the Customer's documents, non-standard and not resaleable to third parties. The Customer is a **professional purchaser in the mechanical field**, holding the technical skills required to inspect the Goods delivered. The obligations of this article are the direct counterpart of that nature: they may not be assessed as those of a sale of standard products to a non-professional buyer.

9.1 — The three claim regimes

Each event falls under a **single regime**. The periods below are expressed in **business days** and run from delivery, unless otherwise stated.

Event	What the Customer must do	Period	Failing which
1. Transport damage or shortage	Precise reservations on the delivery note upon receipt, then written confirmation	5 business days (Art. 8.7)	Loss of the benefit of the contractual guarantees for that event
2. Detectable non-conformity on a STABLE characteristic (quantity, reference, revision,	Inspection and reasoned written claim	15 business days (Art. 9.2), and in any event before any use	Goods deemed accepted — Loss of the benefit of the contractual guarantees for that event

Event	What the Customer must do	Period	Failing which
dimension, thread, geometry)			
3. Defect on an ALTERABLE characteristic (surface finish, appearance, scratches, impacts, oxidation)	Written reservations on receipt, before any handling	On receipt (Art. 9.4)	Loss of the benefit of the contractual guarantees for that event
4. Defect not detectable on receipt	Written claim upon discovery	15 business days from discovery , within the 3-month warranty limit (Art. 10)	Loss of the benefit of the contractual guarantees for that event

Stable and alterable characteristics. **Stable** characteristics (dimensions, sizes, threads, geometry) are unaffected by handling: they fall under regime 2. **Alterable** characteristics (surface finish, appearance, scratches, impacts, oxidation) deteriorate through mere handling, inspection, mating, storage or transport: they fall **exclusively under regime 3** and Article 9.4, excluding the inspection period of Article 9.2.

Rule of articulation. Where the Good is used, the inspection period **ceases to run**: acceptance is acquired under the conditions of Article 9.3, whatever the time remaining.

9.2 — Duty of inspection on receipt

a) Inspection obligation. The Customer has the **obligation** to inspect the Goods **upon receipt**, and **before any use**.

b) Period. This inspection must be completed and any claim made within **fifteen (15) business days** from delivery. After that period, the Goods are **deemed accepted**.

c) Extension. Where inspection has begun and cannot be completed within that period, the Customer may request, **in writing and before expiry of the initial period**, a **single extension of ten (10) business days**. The inspection period may in no case exceed **twenty-five (25) business days** in total.

d) Independence of payment. The conduct of an inspection, its extension or a pending claim **in no way affect the enforceability of invoices**, in accordance with Article 12.12.

9.3 — Inspection, use and acceptance

a) Non-destructive inspection — free, and does not amount to acceptance. Inspection operations (metrology, visual, dimensional, gauge inspection, including 100% of the lot) constitute performance of the obligation under Article 9.2. **They do not amount to acceptance** and entail no waiver.

b) Destructive inspection — prohibited save written agreement. Destructive inspection is permitted only if it has been the subject of a **written agreement at the order stage**, setting the quantity of parts concerned and their fate. Absent agreement, it amounts to use.

c) Assembly, integration and functional testing — amount to use, save written agreement. Fitting a component onto the Good, integrating it into an assembly or system, or putting it into service for testing amount to **use**, save prior written agreement between the Parties, formalised in the contractual documents.

Where a test is carried out with components, resources or operations provided or performed by the Customer or a third party, **it is for the Customer to establish that the alleged defect pre-existed that test and does not result from it**. Failing which, the claim is inadmissible.

d) Use amounts to acceptance. Any use or transformation of a Good amounts to **receipt and acceptance** of that Good, and **waiver of the right to contest** the defects that a receipt inspection would have allowed to detect.

e) Partial use — indivisibility of the lot. The use, fitting, functional testing or transformation of **all or part of a lot** amounts, unless proven otherwise, to receipt and acceptance of the **lot in its entirety**. The Customer may neither split its order after the fact, nor keep a fraction of the lot while refusing the balance, nor demand the take-back or refund of unused parts.

Exception. Indivisibility does not apply where inspection reveals a **proven non-conformity attributable to MECA8760 affecting the lot as a whole** (batch defect, material-lot defect or setting defect).

Lock. The Customer who discovers a non-conformity must **immediately cease all use**, inform MECA8760 without delay and keep the balance of the lot as is. **Continuing to use after discovery amounts to acceptance of the lot.**

9.4 — Alterable characteristics

Surface finish (Ra), appearance, absence of scratches, impacts and oxidation are characteristics **inherently alterable** by handling, inspection, mating, storage and transport.

Any claim relating to these characteristics is admissible only if made **on receipt, before any handling**, and if the Good is kept in a state allowing adversarial expert examination.

Beyond that stage, the alleged defect **cannot be attributed to MECA8760**, its origin no longer being establishable.

Stable characteristics (dimensions, sizes, threads, geometry) remain contestable under the conditions and periods of Article 9.1.

9.5 — Preservation of evidence and adversarial expert examination

No claim is admissible if the Customer has made it impossible to carry out an adversarial expert examination of the Good **in its delivered state** (Good transformed, modified, fitted or not preserved).

It is for the Customer to establish that the defect is attributable to MECA8760 and that it **pre-existed any operation on its part**.

9.6 — Preservation and return of disputed parts

a) Preservation. From its claim, the Customer keeps the parts concerned **as is**: without fitting, transforming, destroying or transferring them. It holds them available to MECA8760.

b) End of preservation. This obligation ceases on the first of the following two events: the **return** of the parts, or the **expiry of a thirty (30) day period** with no request for return or examination from MECA8760. After that period, the Customer is released from its preservation obligation.

c) Return. Where MECA8760 requests the return, the Customer has **five (5) business days from the written request** to ship the parts. The 5-business-day period **runs only from that request**; absent a request, only the preservation obligation applies.

d) Scope. Any part declared non-conforming, subject to a dispute, a credit note, a refusal or non-payment must be returned to MECA8760, **including after settlement of the dispute**. The Customer may neither keep, use, destroy nor transfer it to a third party.

e) Sanction. Failing return within the period, the parts are **deemed accepted and due**: they are invoiced, or the credit note granted is cancelled. **No credit note or refund is definitively acquired by the Customer until the parts have been returned.**

f) Return transport. Costs are borne by the Party **responsible for the non-conformity**: by MECA8760 if it is proven and its own fault, by the Customer otherwise.

9.7 — MECA8760's right to propose a solution

In the event of an alleged non-conformity, the Customer **notifies in writing** the non-conformity **together with its real and verifiable constraints**: mandatory date, quantities, criticality, consequences.

MECA8760 then 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).

No cancellation, re-invoicing or financial claim is admissible if the Customer has not placed MECA8760 in a position to propose a solution. The constraints invoked must be real and verifiable: an unjustified constraint cannot ground a claim.

9.8 — Derogation requests

Any derogation request must receive a response within **five (5) business days**. Absent a response within that period, the derogation is **deemed accepted**, unless the request was not actually addressed to the correct recipient.

Article 10 — Warranty

10.1. **Purpose.** MECA8760 warrants the conformity of the Goods to the contractual documents. In the event of proven non-conformity attributable to MECA8760, it takes back or replaces the parts concerned at its expense, excluding any other compensation.

10.2. **Duration, notification and articulation with Article 9.** The warranty is limited to **three (3) months** from delivery and covers **exclusively defects not detectable** during the receipt inspection provided for in Article 9.

Notification period. The Customer must notify the defect in writing within **fifteen (15) business days from its discovery**, and in any event within the three (3) months of warranty. After that period, the claim is inadmissible.

It does not apply:

to defects that a receipt inspection would have allowed to detect;

to Goods used without prior inspection (Article 9.3);

where adversarial expert examination is no longer possible (Article 9.5);

to alterable characteristics claimed after handling (Article 9.4).

In such cases, Article 9 applies and the claim is inadmissible. **The warranty does not reopen what acceptance has closed.**

10.3. **Exclusions.** Excluded from the warranty are: indirect loss; normal wear; defects resulting from storage, handling, transformation or use not compliant by the Customer; oxidation, corrosion or deformation appearing after delivery through the Customer's act; non-conformities resulting from documents, drawings or goods provided by the Customer.

10.4. **Statutory warranty.** The statutory warranty against hidden defects applies within the limits of the law. Between professionals of the same specialty, the Parties agree that it is adjusted and limited under the conditions of this article, which define in a clear and balanced manner the scope, duration and conditions of implementation of the guarantees granted by MECA8760.

Article 11 — Invoicing and payment

11.1. **Means of payment.** Payments are made **exclusively by electronic bank transfer**. Cheques are not accepted.

The payment date retained is that of the **actual receipt of funds** in MECA8760's account, not that of the transfer order.

Banking vigilance. MECA8760's bank details are exclusively those stated on the invoice. Any change of IBAN announced through another channel must be verified by calling a known MECA8760 contact before any payment.

Invoices are issued and transmitted in accordance with the regulations in force, including, according to the statutory schedule, electronically via an approved platform.

11.2. Payment conditions.

New customer: pro forma settlement or **payment on order**, until the cumulative invoiced amount reaches **€5,000 excl. tax**; beyond that threshold, the ordinary terms (30 days net) apply.

Thereafter, by default: 30 days net.

30 days end of month on the 15th: possible only by **express derogation**, negotiated and formalised.

Reactivation. Any Customer for whom **no invoice has been issued for more than twelve (12) months** reverts **automatically to pro forma** for its next order.

11.3. **Discount for early payment. No discount is granted** for early payment.

11.4. **Down payment.** MECA8760 may make the launch of an order conditional on a **down payment**, assessed **case by case** according to risk (new Customer, payment history, outstanding balance, order specificity, material commitment).

The amount and conditions of the down payment are set in the commercial proposal or the OA and fall under the Special Terms. **No automatic threshold** is provided for herein.

11.5. **Partial deliveries.** Each partial delivery is invoiced on its date and payable at its own due date.

Article 12 — Late payment, unpaid amounts and retention of title

12.1. **Late-payment penalties.** Any late payment automatically gives rise, without prior formal notice, to penalties calculated on the tax-inclusive amount outstanding, from the day after the due date, at the **interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points**, without that rate being lower than **three (3) times the statutory interest rate** in force (Article L.441-10 of the Commercial Code).

The applicable rate is that in force on 1 January for the first half-year, and on 1 July for the second half-year.

12.2. **Fixed indemnity.** Any sum unpaid at maturity gives rise to a **fixed indemnity of EUR 40** for recovery costs (Articles L.441-10 and D.441-5 of the Commercial Code), due **per invoice** and cumulative invoice by invoice.

12.3. **Additional compensation.** Where recovery costs incurred exceed that fixed amount, MECA8760 may claim **additional compensation, on supporting documents**, covering notably **lawyers' fees**, bailiff's fees, debt-collection agency fees and procedural costs.

12.4. **Tiered response.** The measures below are implemented proportionately:

Delay of 1 to 5 business days — simple reminder. No suspension measure.

Beyond 5 business days — written formal notice; application of penalties; **suspension** of deliveries and of any ongoing service.

Beyond 15 days after formal notice — **acceleration** (Article 12.5), activation of the termination clause, reclaim under retention of title, commencement of recovery.

Recurrence. Beyond a **second payment incident within a rolling 12 months**, the Customer no longer benefits from the first two tiers: the third-tier measures apply immediately, and reversion to **pro forma** settlement may be required.

12.5. **Acceleration.** In the event of a payment incident, MECA8760 **may render immediately due the entirety of the sums owed** by the Customer, including those not yet fallen due, whatever the order concerned.

12.6. **Suspension of services.** The suspension provided for in Article 12.4 extends to **any ongoing service:** deliveries, studies, programming, material supply and capacity reservation. It gives rise to no late-payment penalty against MECA8760.

12.7. **Allocation of payments.** Any payment is allocated **first to penalties and costs**, then to the **oldest invoice**, whatever the allocation indicated by the Customer.

12.8. **Set-off.** MECA8760 may set off, as of right, any sum owed to the Customer (credit note, down payment, retention) against the sums the latter owes it.

12.9. **Unpaid amount — gross breach.** A persistent unpaid amount, or any unpaid amount in the event of recurrence, constitutes a **gross breach** justifying **termination of the commercial relationship without notice or indemnity**, after formal notice left without effect.

12.10. **Termination clause.** Failing payment of the sums due within 15 days after formal notice, the sale may be terminated as of right, without prejudice to damages.

12.11. **Retention of title.** MECA8760 retains ownership of the Goods delivered **until full payment of the price**, in principal and ancillary amounts. This reservation extends, to the extent permitted by law, to transformed or incorporated Goods. Risk is transferred to the Customer upon delivery.

12.12. **Independence of payment and claims. The settlement of invoices and the handling of a dispute are two distinct matters.**

A claim, contestation or dispute, **whatever its nature** (conformity, lead time, quantity, quality), **does not release the Customer from paying its invoices at maturity** and neither suspends nor defers their enforceability. The Customer remains liable for all sums due.

Conversely, if examination of the dispute establishes that MECA8760 owes a sum to the Customer, it **refunds it by bank transfer**, under its own obligations. The dispute runs its course; it is not settled by withholding an invoice.

12.13. **Prohibition of unilateral set-off.** The Customer **may not, on its own initiative, set off** any sum owed to MECA8760 against a claim it alleges, as long as the latter has not been **acknowledged in writing by MECA8760 or established by a court**.

Any withholding, deduction or set-off carried out outside these conditions constitutes an **unpaid amount**, subject to Articles 12.1 to 12.11.

Article 13 — Specific parts, cancellation and modification

13.1. **Specific parts.** Goods manufactured to the Customer's drawings or specifications (Specific parts) are **neither taken back nor exchanged**, save proven fault of MECA8760.

13.2. **Customer's right of withdrawal.** The Customer may withdraw from all or part of an accepted order. This right of withdrawal is exercised in writing and gives rise to payment of the sums provided below.

a) Costs actually incurred — due at actual cost. The Customer reimburses in full the costs incurred by MECA8760: material and subcontracting (**on simple presentation of the supplier order**), specific tooling, programming, manufacturing hours already performed and ancillary costs.

b) Withdrawal indemnity. In addition, an indemnity intended to compensate the **machine-capacity reservation** allocated to the order and the **business turned away as a result** — a certain loss, inherent to the machining activity, whose amount is fixed as follows:

Withdrawal received in writing	Withdrawal indemnity
More than 30 days before the delivery date	10% of the pre-tax amount
From 30 to 16 days	25% of the pre-tax amount
From 15 to 8 days	40% of the pre-tax amount
From 7 to 4 days	60% of the pre-tax amount
3 days or less, or Goods already manufactured	Withdrawal not possible — Goods due at 100%

c) Cap. The total due under (a) and (b) may not exceed **100% of the pre-tax amount** of the order concerned.

d) Exclusion. No withdrawal indemnity is owed where the withdrawal results from a breach by MECA8760 (delay on a firm lead time, proven non-conformity).

e) MECA8760's option. MECA8760 may, rather than accept the withdrawal, **complete and deliver** the order, which then remains fully due.

13.3. Modification in progress. Any modification of an order at the Customer's initiative after launch is the subject of a written agreement on its consequences in lead time and price; failing agreement, the initial order remains applicable.

End of the GTS. The General Terms of Purchase (GTP) are a separate document.