
MECA8760 General Terms — Common Core

MECA8760 SAS — Provisions common to the General Terms of Sale (GTS) and the General Terms of Purchase (GTP)

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

English courtesy translation. In the event of any discrepancy or difference of interpretation between this English version and the French version, **the French version alone prevails** (Article 11.2).

Preamble

These general terms comprise:

a **common core** (this document), which sets the rules applicable to any contractual relationship of MECA8760, whether acting as seller or as buyer;

the **General Terms of Sale (GTS)**, applicable when MECA8760 sells goods or services;

the **General Terms of Purchase (GTP)**, applicable when MECA8760 purchases goods or services;

their **expressly designated appendices**, to date the sole quality specification **SPEC01**.

The common core is read together with the GTS or the GTP depending on the direction of the relationship. In the event of conflict, the applicable article of the common core and that of the GTS/GTP complement one another; failing reconciliation, the more specific provision prevails.

TITLE I — COMMON PROVISIONS

Article 1 — Purpose, scope and enforceability of the terms

1.1. These terms define the rights and obligations of the parties within the commercial relationships of **MECA8760**, a SAS (simplified joint-stock company) with registered office at 20 chemin de Lemps, 38260 La Côte-Saint-André, France (hereinafter “MECA8760”).

1.2. The common core applies to any relationship falling within MECA8760's corporate purpose: precision machining and mechanical engineering, manufacture of parts and assemblies, services (consulting, 3D design, drafting, industrialisation), tooling, as well as the purchases required for that activity.

1.3. These Terms, together with, as the case may be, the General Terms of Sale (GTS) or the General Terms of Purchase (GTP) and their appendices, are systematically communicated to the other Party prior to any firm offer or order, either by providing a copy or by making them available through a clearly identified hyperlink on the offer, quotation or purchase order.

The other Party's signature of the offer, quotation or framework agreement, or the issuance of a purchase order referring to these documents, entails full and unreserved acceptance of these Terms, to the exclusion of any other general or special conditions not expressly accepted in writing by MECA8760.

Any reference by the other Party to its own general conditions (of purchase or sale) in its documents (purchase order, order acknowledgement, etc.) is deemed to be without effect, save express written acceptance by MECA8760 of the provisions concerned.

Article 2 — Definitions

Throughout these terms, the following words have the meaning set out below:

Party / Parties: MECA8760 and its co-contractor (customer or supplier).

Terms: the common core, the applicable GTS or GTP, and their appendices.

Special Terms (*conditions particulières*): any document specific to a given transaction signed or accepted by the Parties (accepted commercial proposal, order, order acknowledgement, framework agreement, amendment).

Commercial proposal: the price offer issued by MECA8760 (formerly referred to as “devis”).

Good: any product, part, material, assembly, equipment or tooling covered by the order.

Service: any service (consulting, design, drafting, industrialisation, machining to order, etc.).

Specific part: a Good manufactured to a drawing, model or specification proper to a Party, and not from a standard catalogue.

Entrusted material or good (*bien confié*): any material, blank, part, tooling, jig or resource handed over by one Party to the other for the performance of the order, remaining the property of the Party that provided it.

Confidential information: any information of any nature whatsoever (technical, commercial, financial, industrial, IT-related, relating to products, processes, methods, know-how, prototypes, drawings, designs, models, specifications, production data, lists of suppliers or customers, etc.) communicated by one Party to the other, by any means and on any medium, whether or not marked “confidential”, where it is not generally known or readily accessible and has economic value by reason of its non-public character.

MECA8760 know-how: the secret, substantial and identified body of technical knowledge, methods, processes, manufacturing parameters, process sheets, numerical-control programs, jigs, tooling and experience data developed by MECA8760, whether or not protected by intellectual-property rights.

Conformity: the compliance of a Good or Service with the applicable contractual documents (Special Terms, drawings, specifications, SPEC01, expressly referenced standards), to the exclusion of any other requirement not made contractual.

Acceptance / Receipt inspection (*réception*): the operation by which the recipient Party inspects and acknowledges the conformity of the Goods delivered, at its site and after delivery.

Partial delivery: delivery of a fraction of the quantities of an order.

Remaining balance (*reliquat*): quantity still to be delivered after one or more partial deliveries.

Direct loss: material, certain and foreseeable damage resulting directly from a breach.

Indirect loss: notably loss of operation, loss of production, loss of profit, loss of market, loss of opportunity, damage to image, penalties owed by a Party to its own customers.

Business day (*jour ouvré*): a day actually worked by MECA8760, excluding Saturdays, Sundays, public holidays and **company closure periods** (annual leave, bridge days, year-end closure). Closure periods are communicated in advance by MECA8760 (website, price offers, order acknowledgements or e-mails); they suspend periods expressed in business days.

SPEC01: MECA8760's quality specification, in its version in force, appended hereto.

Incoterm: ICC rule defining the allocation of costs and the transfer of risk during transport.

Article 3 — Contractual documents and order of precedence

3.1. The contractual documents prevail over one another in the following **decreasing** order:

the **Special Terms** (accepted commercial proposal, order, order acknowledgement, framework agreement, amendment);

these **Terms** (common core + GTS or GTP);

SPEC01;

the **drawings, models and standards** referenced in the technical documents.

3.2. In the event of conflict, the higher-ranking document prevails over the lower-ranking one, for the conflicting provision only.

3.3. These Terms prevail over any conflicting document issued by the other Party (the co-contractor's general terms of purchase or sale), save express written acceptance by MECA8760 of the conflicting provision. MECA8760's failure to react upon receipt of conflicting terms does not amount to acceptance.

3.4. **Primacy of writing — applicable to both Parties.** Only written documents bind the Parties: commercial proposals, orders, order acknowledgements, drawings, specifications and e-mails.

Telephone and verbal exchanges (calls, meetings, workshop visits) have **purely informative value**: they create no obligation, alter no agreed condition and entail no waiver of any right.

Any request, requirement, reservation, modification or derogation made verbally takes effect **only after written confirmation** by the Party against which it is invoked. A Party's silence never amounts to acceptance of a verbal request.

This rule applies **equally to MECA8760 and to its co-contractor**: neither Party may rely on a verbal statement against the other.

Article 4 — Formation of the contract and acceptance

4.1. **Principle.** The contract is formed by acceptance of a commercial proposal or offer, evidenced by any of the following: a signed "approved for agreement" (*bon pour accord*) endorsement, the return of an order acknowledgement, validation by tick-box and double-click on a digital medium, or any commencement of performance without reservation.

4.2. **Acceptance of the Terms.** Any acceptance under Article 4.1 entails unreserved adherence to these Terms and to SPEC01, which the Party acknowledges having received and having been given the opportunity to review before committing.

4.3. **Starting point of contestation periods.** Where a Party has a period within which to contest the conditions of a contractual document, that period runs **from the sending of that document** by electronic means, the date of the e-mail being conclusive. The arrangements specific to the order acknowledgement are set out in **Article 4.2 of the GTS** and **Article 3 of the GTP**.

4.4. **Evidence.** Acceptance is established by signature, exchange of e-mails, order acknowledgement, or the record of digital validation. MECA8760 keeps a register of the versions of the Terms accepted by each co-contractor.

Article 5 — Characterisation of the contract

5.1. Where MECA8760 manufactures or machines a Good to the drawings, models or specifications provided by the other Party, the relationship is characterised, unless otherwise stipulated, as a **contract for works** (*contrat d'entreprise / louage d'ouvrage*): the undertaking concerns the performance of a determined work compliant with the contractual documents.

5.2. Where MECA8760 transfers a standard or catalogue Good without specific manufacturing work, the relationship is characterised, unless otherwise stipulated, as a **contract of sale**.

5.3. Where the order combines the supply of goods and the provision of services (mixed performance), the characterisation retained is that corresponding to the principal performance as it emerges from the general economy of the contract.

5.4. The characterisation retained does not have the effect of depriving the other Party of the mandatory legal guarantees of public policy that may apply, notably as regards hidden defects and, absent any specific clause, product safety, where the conditions therefor are met.

Article 6 — Confidentiality and intellectual property

6.1. Confidentiality. Each Party undertakes to: not disclose to third parties the other Party's Confidential Information, save to members of its staff, subcontractors or advisers who need to know it for the performance of the contract and are bound by an equivalent confidentiality obligation; use the other Party's Confidential Information solely for the performance of the contract; and take all reasonable measures to ensure its protection and confidentiality, at least equivalent to those it applies to its own information of the same nature. This obligation applies throughout the term of the contractual relationship and for five (5) years after its termination, without prejudice to the mandatory provisions on trade-secret protection.

6.2. Customer's drawings and data. The drawings, models and specifications provided to MECA8760 remain the property of the Party providing them. MECA8760 uses them solely to perform the order.

6.3. Ownership of MECA8760's know-how, resources and technical documents. The manufacturing process sheets, numerical-control programs, jigs, specific tooling and, more generally, the resources and know-how designed by MECA8760 to perform an order **remain its exclusive property**, save express, written and priced assignment. Any invoicing thereof, in whole or in part, does not amount to a transfer of intellectual property or of ownership, save express written stipulation to that effect.

Article 7 — Reservation and limitation periods

7.1. Principle. Any reservation or claim must be made **in writing and with reasons**. The periods applicable to each type of claim are set by the GTS or the GTP, which alone determine their duration and starting point.

7.2. Conformity claims. Any claim relating to conformity must be made before any use or transformation of the Good, under the conditions and periods set out in **Article 9 of the GTS** or by the applicable GTP.

7.3. Limitation. Pursuant to Article L.110-4 of the French Commercial Code, actions between the Parties are time-barred after five (5) years. This statutory period is not contractually adjusted; the reservation and forfeiture periods set out in the GTS and GTP, which are contractual in nature, apply independently of the limitation period.

Article 8 — Liability

8.1. Basis. A Party's liability may be engaged only on the basis of proven fault, direct and certain loss, and an established causal link.

8.2. Exclusion of indirect loss. In no event shall a Party be liable for indirect loss as defined in Article 2.

8.3. Cap. Save gross or wilful misconduct, or mandatory statutory provision to the contrary, MECA8760's liability in respect of an order is capped at the pre-tax amount of that order, subject to the specific provisions of the GTS and the GTP. This cap applies to all heads of loss and all legal bases combined (contractual, quasi-tortious, etc.), excluding bodily injury and public-policy liability regimes for which any limitation is legally excluded.

8.4. Reservation — entrusted goods. By exception to Article 8.3, MECA8760's liability relating to **entrusted goods** (material, blanks, parts, welded assemblies, jigs, assemblies handed over by the customer) is capped under the specific conditions of **Article 6.6 of the GTS** (pre-tax amount of the relevant service), the price of the service not incorporating the value of the entrusted good.

Article 9 — Respect for individuals

9.1. Mutual undertaking. The Parties undertake to adopt, and to have their staff and personnel adopt, **respectful conduct** towards the other Party's staff, in all exchanges (on site, by telephone, in writing).

9.2. Gross misconduct. Any **insulting, threatening, discriminatory or sexist conduct or remark, or any conduct amounting to moral or sexual harassment** towards a member of the other Party's staff constitutes **gross misconduct** (*faute grave*).

9.3. Sanction. Gross misconduct entitles the affected Party to **suspend ongoing services** and to **terminate the commercial relationship with immediate effect, without notice or indemnity**, without prejudice to any

prosecution and to compensation for the loss suffered. Termination shall take effect by simple written notification.

Ongoing orders remain due and invoiceable under the conditions of Article 13 of the GTS.

9.4. Safety obligation. This clause stems from each Party's statutory duty to ensure the safety and protect the physical and mental health of its employees, including against the acts of third parties.

Article 10 — Force majeure

10.1. Neither Party is liable for a breach resulting from an event of force majeure within the meaning of **Article 1218 of the French Civil Code**.

10.2. An event of force majeure means any event beyond the control of the Party invoking it, which could not reasonably have been foreseen at the conclusion of the contract and whose effects cannot be avoided by appropriate measures, preventing the performance of all or part of its obligations. The following are notably treated as such, without this list being exhaustive: disruption of raw-material supply, energy shortage or rationing, supplier default, transport blockage, epidemic or pandemic, fire, floods, natural disaster, administrative measure or armed conflict, provided they exhibit the characteristics of unforeseeability and irresistibility required by law.

10.3. The Party intending to rely on an event of force majeure must notify the other Party in writing as soon as possible, specifying the nature of the event and, as far as possible, its foreseeable duration.

10.4. The affected obligations are suspended for the duration of the event. Should the impediment continue beyond sixty (60) days, either Party may terminate the affected order, without indemnity.

Article 11 — Governing law, language, mediation and jurisdiction

11.1. These Terms are governed by **French law**.

11.2. **Prevailing language.** These Terms and their appendices may be communicated in several languages, as a matter of convenience. In the event of discrepancy, ambiguity or difficulty of interpretation between versions, **the French version alone prevails**.

11.3. In the event of a dispute, the Parties shall first endeavour to reach an amicable solution. Failing agreement within a reasonable time, they may resort to mediation.

11.4. Failing amicable resolution, any dispute shall be brought before the **Commercial Court of Vienne (France)** where the co-contractor has the status of trader (commerçant), including in the event of multiple defendants or third-party proceedings, subject to the mandatory rules of jurisdiction applicable where there is an international element.

Article 12 — Document governance

12.1. Each version of these Terms is identified by a **revision** and an **effective date**.

12.2. The version applicable to an order is the one **in force and accepted** on the day of the order.

12.3. MECA8760 may amend its Terms. The current version is made available and published on MECA8760's website. Ongoing orders remain governed by the version accepted at the time they were placed.

Article 13 — General provisions

13.1. **Severability — saving clause.** Should any provision of these Terms be held void, unlawful or deemed unwritten, **the remaining provisions shall remain in full force**. The Parties undertake to substitute a valid provision of economic and legal effect as close as possible to the one set aside.

13.2. **Non-waiver.** A Party's failure to rely on a right, clause or breach — in particular not applying a penalty, not invoking a period, or granting a tolerance — **never amounts to a waiver** of that right, which it remains entitled to invoke later. A tolerance, whatever its duration or repetition, creates no vested right.

13.3. **Insurance.** Each Party declares that it holds the insurance required for its activity and covering its liability. A certificate is provided upon simple request of the other Party.

End of the common core. The General Terms of Sale (GTS) and the General Terms of Purchase (GTP) are separate documents to be read following this common core.