

GENERAL PURCHASING TERMS AND CONDITIONS

1. GENERALITIES

These General Purchasing Terms and Conditions apply to all our orders, except as modified by the Specific Terms and Conditions stipulated in the order form. Their acceptance by the supplier is established by the acceptance of this order form and, a fortiori, from its execution. If the acknowledgement of receipt of the order stipulates conditions different from those shown in the General Purchasing Terms and Conditions, these modified conditions shall only bind Wilo Intec if the latter has confirmed its agreement in writing.

2. VALIDITY

Each delivery of goods must correspond to a legal order from Wilo Intec concluded by means of a transmission leaving a written trace.

Failing this, the goods may be refused.

Similarly, subject to the same sanction, the order number must be specified on any delivery or shipping document which must always accompany the goods.

3. DELIVERY

The goods are transported at the expense, risk and peril of the supplier. The risk is only transferred at the time of receipt of the goods at the place of delivery designated by Wilo Intec in its order. The delivery date fixed is the date of arrival of the goods at the place of delivery and not the date of shipping.

All our orders must be delivered carriage-paid and packing-free to the place of delivery specified on the order form, except in the event of specific agreements stipulated in the latter.

The packaging, cases, reels, barrels, etc must be removed by the supplier as soon as it shall have been notified of their availability. We will not be liable in the event of missing items or damaged items.

Any delivery may be refused if it is not accompanied by one delivery form per order. The latter, drawn up on a document headed with the supplier's name must recall the number of the order and specify the goods delivered in the same terms (description, quantity, specification, etc) as the order form and, if necessary, its breakdown by case or other packaging, as well as the gross and net weight.

4. QUANTITIES

The quantities shall be those stipulated in our order. We reserve the right to return to the supplier, at its expense, early or surplus deliveries and to claim the missing quantities under the conditions of our order.

Wilo Intec reserves the possibility of modifying the quantities and the delivery dates initially stipulated, without, however, these modifications occurring less than three days before the date initially fixed.

5. TIMES

In the event of a delay in the delivery of all or part of the order and by dispensation from the provisions of Article 1184 of the Civil Code, we reserve the right to cancel the order without it being necessary for us to send any formal notice, with simple reference to the non-compliance with the delivery time stipulated in the order justifying this immediate cancellation. Furthermore, we reserve the right to claim damages.

A delivery deemed invalid because of Article 2 of these General Terms and Conditions may not give rise to any claim whatsoever in favour of the supplier nor, a fortiori, may the supplier benefit from penalties in the event of late payment.

6. PRICES

Except in the event of specific stipulations, the price of the order is stipulated on the order form or results from the methods of calculation stipulated in the order form. Any change in price envisaged by the supplier must be communicated to us immediately on receipt of the order and, in this case, the execution is subject to acceptance in writing on the part of the purchaser of the new price.

7. INVOICES

Invoices must be sent by post in one copy to the supplier accounting department at the time of the delivery under threat of postponement of payment. In no event may they be used as a delivery or shipment form.

They must specify our order number, the description, quantities, and dates of reference of the delivery form as well as the detailed price. A separate invoice must be issued per order form except in the event of prior, formal agreement.

8. PAYMENTS

Payments are made subject to compliance of the goods and invoiced according to the specifications and clauses of the order.

Payment shall take place by means of bill, cheque or bank transfer according to the conditions stipulated between Wilo Intec and the supplier.

Early delivery shall have no effect on the terms of the payment.

9. QUALITY – ACCEPTANCE

Except in the event of stipulations to the contrary in our orders, drawings or specifications, the products must comply with standards in effect in France and in any country in which these products may be used, as well as with the order and present the material qualities expected by Wilo Intec.

Goods shall only be considered as accepted qualitatively after our actual verification of compliance with the criteria stipulated above.

The verification carried out at the supplier's by an administration or any other body as well as the taking of delivery may in no event constitute dispensation from this clause. The goods whose quality does not comply with our order may be refused within thirty (30) business days from the delivery, whether they are in the reception area, a store or already in service.

The goods refused must be removed within a maximum period of eight (8) business days from the notification to the supplier. Beyond this period, we reserve the right automatically to return them to the supplier at its expense or to store them at its expense, risk and peril. Furthermore, Wilo Intec reserves the right to request the replacement of or reimbursement for any goods not accepted, independently from the application of the statutory warranty covering the goods delivered and accepted.

10. WARRANTY

The supplier is obliged to warrant the subject of the order against any fault in material and against any defectiveness in the design, manufacturing, assembly or functioning for a period of twenty-four (24) months from the actual delivery of this order. The supplier is obliged to proceed, free of charge, at the choice of Wilo Intec, with the repairing or the replacement of all or part of the defective product or with the reimbursement of the order if Wilo Intec considers that this repairing or this replacement are impossible or inadequate;

Whatever the case, the costs of parts, labour and travel shall be the responsibility of the supplier as well as the costs of sending or returning all or part of the product under warranty.

11. CONFIDENTIALITY

The supplier undertakes not to communicate to anyone whatsoever or to use for itself or a third party, any file, document or tooling that we shall have provided to it or that it would have made on our behalf, without prior, written permission.

The supplier undertakes to return, at our request and, whatever the case, at the end of the contract, any file, document, tooling or equipment which is our property.

The supplier undertakes to show the greatest discretion concerning the technical and commercial information to which it may have had access during the execution of this order.

12. INTELLECTUAL PROPERTY

The acceptance of the order implies that the supplier guarantees that the goods stipulated by this order do not infringe intellectual property right, patents, know-how or manufacturing trademark that is the property of a third party or third parties.

If one or several items of goods are the subject of an infringement action, the supplier undertakes at its own cost to ensure the defence, to manage the proceedings and to pay the damages granted, as the case may be, to the said third party and undertakes either a) to replace the offending item or items b) to modify the item or items concerned in such a way that they do not infringe or c) to obtain for our company the right to continue to use the item of items concerned.

In the event of failure by the supplier successively to act on the three options, the supplier shall owe to our company lump sum compensation amounting to the total of the orders, one or several of the items of which are goods that are the subject of the infringement action, without prejudice to any additional action on our part.

13. ETHICS

The supplier undertakes to comply with the rules of ethics in effect at Wilo Intec and, in particular, undertakes not to make any offer or behave in any way towards the employees of Wilo Intec and in particular, its purchasers, which might harm the principle of free competition and, in particular, aim at obtaining from its employees or purchasers any benefit whatsoever in the conclusion of the order, of its conditions of execution and, more generally, exercising an influence over the relationship between the supplier and Wilo Intec.

Furthermore, the supplier declares and guarantees that it complies both directly and through its own suppliers and sub-contractors with labour laws, and, in particular, the rules of safety and hygiene at work, as well as the international agreements and recommendation of the International Labour Organisation.

14. GOVERNING LAW – COMPETENT JURISDICTION

The orders concluded by Wilo Intec and their consequences are exclusively governed by French law without the right to refer to another law.

In the event of dispute about the formation, interpretation or performance of this contract, the Paris Commercial Court shall have sole jurisdiction to the exclusion of any other jurisdiction, whatever the Conditions of Sale and method of payment.

15. FORCE MAJEURE

Wilo Intec cannot be criticised for not accepting planned deliveries in the event of the occurrence of a case of force majeure at the agreed place of delivery or of a labour conflict in the company.

Wilo Intec shall try to notify the supplier of the occurrence of one of these events.

16. ADVERTISING

Our orders may in no event give rise to direct or indirect advertising in any form.

A French version of these general purchasing terms is available upon request. The French version of our general purchasing conditions shall be overriding in the event of divergences of interpretation with the English version.