



STANDARD TERMS OF PURCHASE CGA NIT December 2014

Article 1: Scope of application of these terms

These General Terms of Purchase shall apply to all purchases made by New Imaging Technologies whether they are for tools, machines or equipment, parts or services.

Article 2: Acknowledgement of receipt of order

By way of an essential obligation, the supplier undertakes to return the said acknowledgement of receipt within 4 days of the date shown on the order. Beyond this period, the terms of the order shall be deemed as accepted by the supplier.

Article 3: Changes in control

The vendor will consider any changes that we can legitimately ask him regarding the object of the order, specification, quantity and / or delivery and it will respond to the extent of its resources. The price will be adjusted to reflect the change in the rates and prices stated in the contract.

Article 4: Compliance

The goods or services ordered must comply in all respects with the legal and regulatory requirements , particularly with regard to the quality , composition , presentation and labeling of goods , documents and formalities necessary for the operations of transport, labor law and employment , tax and customs regulations .

Article 5: Quality Assurance - Inspection and Testing

The supplier shall allow audits the quality system, product or process by our auditors. The supplier will provide us with the necessary means of control without it assumes the responsibility not worth acceptance of products or services. The scope of the audit will be subject to agreement by the supplier to preserve any secrets. The product must meet in all respects with the specifications mentioned in the order (plan, specifications, standards, specifications ...). The supplier shall verify each order receipt that is the custodian of the documents specified in the order indices and specifications are given on the command is consistent unless we inform immediately.

The supplier is responsible for the quality of products and their compliance with the order. He shall within 48 hours of our request, we provide all the documents certifying. These documents must clearly demonstrate compliance batch of products delivered with the specifications of our control and traceability.

The supplier is responsible for the conformity of products delivered to EU requirements and related to their areas of use.

The supplier certifies that the products we book are manufactured under ISO9001 quality assurance according to the minimum standard.

The existence of controls carried out in reception or finished products by ourselves, does not relieve the supplier of its responsibility to provide a product line, without defect and defect-free.

The supplier could not modify the product and / or its components without our written permission. Moreover, he is obliged to notify us of any changes in its manufacturing process, the place of production or equipment.

Article 6: Delivery

Delivery times specified in the order are set «strict deadlines» and must be strictly respected.

We reserve the right to return, at the expense and risk of the supplier deliveries reaching us more than ten (10) calendar days before the scheduled date. If our agreement on early delivery, the regulations only occur in accordance with the original contractual terms of payment.

If delivery may be delayed beyond the scheduled date, the supplier shall immediately inform us in writing.

In case of exceeding the delivery time specified in the order, if only for a part of the order , we reserve the right at our sole option, without prejudice to any action for damages and regardless of the cause of delay :

- Without notice, require the quick delivery service at the supplier's expense,
- Without notice, reduce or cancel the order without compensation or part of the undelivered on time control, and supply us with another provider.

- After written notice to the supplier, to apply the penalties set forth below, the supplier expressly agrees.

Without prejudice to any higher compensation, the supplier shall bear all penalties or charge backs that we may incur in implementing our contracts with our customers.

Article 7: Penalties for late

In case of non-compliance with deadlines, the supplier is liable to a penalty calculated using the following formula: $P = (V \times R) / 100$, wherein:

P = the amount of the penalty;

V = the value of benefits to which the penalty is calculated, this value being equal to the amount of the VAT portion of overdue benefits, or all of the benefits if the execution delay of part makes the whole unusable;

R = the number of calendar days late.

In any case, P cannot exceed V.

Article 8: Location and Methods of delivery of goods

Any delivery of goods by the supplier or by carrier must be made at the place specified on the order and the time slots provided to the supplier. It must be accompanied by a Delivery which will be mentioned on the issue of the order, the goods delivered, quantity, date of shipment, weight and packing and a slip on Transport which will be mentioned the delivery address, weight and packing.

In the absence of a Delivery and a slip duly informed Transport, reserves the carrier is not possible, only the weights and quantities we have found will be used for settlement.

Products must be delivered in appropriate packaging.

The signing of the Delivery and Payment of Transportation has for effect to see the arrival of the package; the supplier remains the guarantor of compliance of the order and goods subject to the latter.

Article 9: Transfer of ownership

The transfer of ownership of goods occurs when the full payment is made.

Article 10: Acceptance Conditions

We reserve the right to notify any means in use, loss, damage or non-compliance of the products observed during unpacking or subsequent checks.

All products do not comply with specifications of the order or usual quality criteria and standards may lead to outright rejection of our share of the goods to be delivered or within which we are reasonably necessary to carry out appropriate controls after delivery.

In this case, without prejudice to the rights and remedies available to us otherwise, we reserve the right, at our sole option:

- To cancel all or part of the order by any means in use without the supplier being entitled to any compensation.
- To require the supplier to replace or compliance, at its expense, products rejected in negotiated deadlines.
- To support the supplier costs and benefits at our expense in the fulfillment of our contracts with our customers.

The settlement of the entire bill for rejected products remains pending payment until receiving is regulated by one of the following: replacement or retrofitting of products, or issue a credit or partial total.

All subsequent costs incurred by our company will be charged to the supplier and will be offset against the amount of money owed , what the supplier expressly agrees.

Article 11: Price, Payment and Billing

The price of the order is the price indicated on the purchase order price. It is firm, non-revisable and corresponds to a purchase unloaded at the place of delivery as we indicated. Unless otherwise stated, the prices quoted on our orders include free postage and packaging. The price set is still considered duty.

Invoices should be sent to our accounting department and are required to recall our order number and (or) number (s) list (s) of delivery. They must include all legal.

Their delivery may be made before the delivery and writing will comply with the details on the order form.

The payment of bills will be made thirty (30) days from the end of the month unless specific conditions negotiated, accepted by New Imaging Technologies. This deadline is calculated from the effective date of the receipt of the invoice, provided that the amount paid into account any late penalties calculated in accordance with the article.

Article 12: Guarantee

Unless otherwise agreed, in addition to the legal guarantee against hidden defects, acceptance of orders involves warranty (parts, labor and travel) products against defects in design, manufacturing, installation or operation against defects material or against any other vice, for a minimum period of twelve (12) months from the date of commissioning.

In cases where products are burdened with a voice on this subject or any other defect, we will require the supplier, without prejudice to the rights and remedies available to us:

- To repair or replace, in the shortest possible time at his own expense and risk products. In case the supplier proves to be incapable, we reserve the right to perform or enforce the expense of the supplier into line required.
- To reimburse the full amount paid for these products,
- Compensate the consequences of defects or faults resulting from our customers and / or in ourselves.

In any case, we are allowed as well as our client to return the defective product or defective to the supplier's expense and risk of the latter, including the costs of shipping.

All subsequent costs incurred by us directly or indirectly will be charged to the supplier and will be offset against the amount of money owed , what the supplier expressly agrees.

Article 13: Termination

In the event of the supplier's failure to discharge an obligation , regardless of the cause of the failure , except in cases of force majeure, we reserve the right to decide the right of termination without compensation for all or part of the order and without prejudice to the rights and remedies available to us otherwise .

Exceptionally, we reserve the right to decide, after informing the supplier to terminate a command for reasons attributable to the customer. We will indemnify the supplier for all costs already lawfully engaged in the execution

of the order, provided that the supplier shall take all necessary measures to minimize its losses. The compensation will in no event exceed the amount of the order. We will then owner of the goods supplied, or ongoing control.

Article 14: Industrial and Intellectual Property - Privacy

All tools, patterns, materials, drawings, software, specifications and other information we provide under the contract remain at all times our property and cannot be used by the provider for the purposes of execution contract. The provider must keep documents and other items of confidential information and we will return when we make the request. On consultants or external contractors under the supplier must ensure disclosure to avoid damaging our interests. Under no circumstances and in any form without prior written agreement from us, our orders cannot give rise to any direct or indirect advertising by the supplier.

In case of non - compliance with these obligations by the supplier, we reserve the right to decide the termination of right, without compensation of any current order, and without prejudice to the rights and remedies available to us otherwise.

Inventions , patents, designs, makes and models and more generally any industrial property right may be generated by the execution of this contract will be exclusively our property.

Article 15: Documents - Notices

The supplier undertakes to give us , all technical documents including drawings, diagrams , maintenance manuals , use, operation or instruction manuals, operating software , calculation , certificates of compliance, MSDS , relating to delivery and necessary for a proper assessment of the quality of these products and a good operation and proper maintenance of those products above .

All documents are written in French and all measures therein are expressed in the unit system French or international system of units (SI).

Article 16: Subcontracting

The supplier shall not subcontract all or part of the order, without prior written consent from the client.

Orders placed with suppliers who are our own subcontractors are subject to what concerns to all provisions of these Terms of Sale. The products that we give them for operations outsourcing remain at all times our property and we are entitled to take at any time on the premises of our subcontractors and to this end , we are already allowed and our employees and agents to enter their premises.

The delivery of our products transfers the risks to the subcontractor: maintenance, security, insurance and all other measures of risk coverage which can be applied to the goods after delivery are the responsibility of thereof.

The subcontractor is and remains responsible for all risk of damage or loss and / or partial or total destruction of the goods entrusted to and whatever the cause of injury, even if it is of a fortuitous event or force majeure.

The contractor agrees that the goods entrusted to him are stored in a safe place, for this purpose and meets the safety standards in force in the areas of security and the handling and carrying a sign stating products that we belong in the category "Products owned NEW IMAGING TECHNOLOGY (NIT).»

Article 17: Changes in the legal status of the provider

The supplier undertakes to declare us within fifteen (15) days of its occurrence, any change in the composition of its capital, its management, its legal form or its financial structure and any judgment which he could make the object such as receivership or liquidation of assets.

Article 18: Applicable law and jurisdiction

The law applicable to the (general conditions, special requirements etc...) is the French law.

All disputes concerning the interpretation or execution of the orders will be subject to the exclusive jurisdiction of the courts in the jurisdiction of which is our headquarters. Even in the case of a guarantee, multiple defendants or connectivity.