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: Acknowledgment of receipt of order

By way of an essential obligation, the supplier undertakes to return the said acknowledgment of receipt within 4 days of its being 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, specifications, quantity and/or delivery and it will respond to the extent of its resources. The price will be adjusted to reflect the changes 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 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 6: Delivery

Delivery times specified in the order are not 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 (10) calendar days before the scheduled date. If our advance 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, if delivery may be delayed beyond the scheduled date, the supplier shall immediately inform us in writing.
- To cancel all or part of the order if any means in use without the supplier being entitled to any compensation.
- To require the supplier to replace or compensate, at its expense, products rejected or negotiated in negotiated deadlines.
- To support the supplier and costs 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 returning of products, or, to 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 non-reversible and corresponds to the price paid by us on the purchase order.

The price is calculated using the following formula:

\[ \text{Price} = \text{Unit Price} \times \text{Quantity} \times (1 + \text{VAT Rate}) \]

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.

Manufacturers', 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.

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 authorized 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 risks of loss or destructions. In case the products delivered do not meet the specifications agreed upon, we reserve the right to demand the supplier to replace or compensate, at its expense, products rejected in negotiated deadlines.

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

- 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 compensate, at its expense, products rejected in negotiated deadlines.
- To support the supplier and costs 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 returning of products, or, to 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 13: 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.

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

The supplier undertakes to deliver 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.

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.

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 our salesmen, does not relieve the supplier of its responsibility to provide a product line, without defect and defect-free.

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 these 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).

The supplier undertakes to declare us within fifteen (15) days of any force majeure, 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).