

GENERAL TERMS AND CONDITIONS OF PURCHASE – GALLAND SAS – Reference GCP-2025/11/09

1. GENERAL PROVISIONS

These General Terms and Conditions are deemed accepted and known by the Supplier, including any future updates, which will automatically apply to ongoing contracts from the date of their new version. All orders from Galland SAS are issued and signed by an authorized representative and governed by the purchase orders (paper or digital), any potential framework contract and/or commercial agreement, as well as by these General Terms and Conditions. These terms take precedence over any other contractual document from the Supplier. Any commencement of performance by the Supplier implies acceptance of the order and of these General Terms and Conditions. All obligations incumbent on the Supplier for the execution of the order are obligations of result.

2. HEALTH AND SAFETY AT WORK

Suppliers acting on behalf of Galland SAS shall take all necessary measures to comply with current health and safety regulations and shall strictly adhere to on-site hygiene and safety rules. The Supplier must sign a sworn statement certifying that the employees involved in the execution of the order are lawfully employed and that all applicable labor laws are respected. For chemical product deliveries, safety and environmental data sheets must be provided.

3. ENVIRONMENTAL COMPLIANCE

The Supplier must comply with the environmental protection measures implemented by Galland SAS, in accordance with applicable regulations and customary practices for such services.

4. SCOPE OF APPLICATION

These General Terms and Conditions of Purchase govern the contractual relationship between Galland SAS and the Supplier, both in terms of supply and service provision.

5. PERFORMANCE AND DELIVERY DEADLINES

Unless otherwise stated, execution periods start from the order date and end upon final acceptance of the ordered services. Delivery deadlines are binding. In case of delay, Galland SAS may terminate the order and claim damages. The Supplier will also be liable for late penalties, automatically and without prior formal notice.

6. PENALTIES

Delivery delay: 1% of the value per day of delay, capped at 20%. With a two-week grace period.

Non-conformity: €350 (excl. VAT) per incident, to cover control and defect correction costs.

Operational impact: €1,000 (excl. VAT) per day in case of production shutdown.

7. SHIPPING AND TRANSFER OF CUSTODY

Products must be properly and sufficiently packaged. The Supplier is liable for damages caused by defective packaging. Delivery notes and certificates must be sent before shipment to: quality@galland-sas.com. Custody is transferred upon quality acceptance as per Article 9.

8. QUANTITY ACCEPTANCE

Each delivery must include a slip listing order references and clearly indicate: shipping date/method, number and content of packages, gross/net weight. Failure to comply may result in refusal or cancellation of the order without compensation.

9. QUALITY ACCEPTANCE

Unless otherwise specified, products will be finally accepted at the time of use, via a signed acceptance report. Certificates of conformity and material analysis must accompany all deliveries. Without these, Galland SAS may refuse the delivery.

10. INSURANCE AND QUALITY MANAGEMENT

Orders are subject to ISO 9001-based quality systems. The Supplier agrees to audits to ensure compliance with these General Terms and Conditions.

11. QUANTITY TOLERANCE

Galland SAS reserves the right to modify ordered quantities by $\pm 30\%$ without compensation.

12. PRICING

Unless otherwise agreed, prices are in euros excluding VAT, firm, final, non-revisable and non-adjustable. No additional charges (packaging, pallets, fixed fees) will be accepted.

Both parties waive the application of Article 1195 of the French Civil Code.

13. INVOICING

Invoices must include all legal information, be issued monthly per order, and sent in one copy to the company's headquarters.

14. PAYMENT TERMS

Payments will be made by bank transfer, 45 days end of month, unless otherwise agreed. Invoices must be received by the 10th of the month following the invoice date : accounting@galland-sas.com.

15. WARRANTY

Products and services are covered by a five-year warranty against design, material, or manufacturing defects. Repairs or replacements will be at the Supplier's expense.

16. LIABILITY INSURANCE

The Supplier must have insurance covering civil and professional liability, and damages caused by its products or services.

17. INTELLECTUAL PROPERTY

All documents, drawings, and designs funded by the Buyer remain its exclusive property.

18. CONFIDENTIALITY

The Supplier must maintain the confidentiality of the Buyer's information during and after contract execution.

19. TERMINATION / CANCELLATION

The Buyer may cancel the order in case of the Supplier's non-compliance.

20. FORCE MAJEURE

In the event of force majeure, contractual obligations may be suspended or canceled.

21. COMPETENT COURT

Any dispute shall fall under the exclusive jurisdiction of the Commercial Court of Bordeaux, France.