



GENERAL CONDITIONS OF SALE

Article 1 - Object and formation of the contract

The General Conditions of Sale described hereafter detail the rights and obligations of Acted (the Seller) and the Buyer within the framework of the performance of all the Orders placed by the Buyer.

A positive response to a Seller's invitation to bid by the Buyer or the acceptance of a Seller's sale by the Buyer shall constitute acceptance of these General Conditions of Sale, supplemented by the Special Conditions of Sale.

The General Conditions are the only contractual conditions applicable to sales made by Acted, the Buyer waiving its own General Conditions of Purchase.

Article 2 - Sale

The sale shall be deemed accepted by the Buyer, when the Buyer sends an acknowledgement of receipt of the sale to the Seller.

Any modification, even minor, of the sale must be subject to the prior agreement of the Seller in writing and an amendment to the sale.

Article 3 – Prices

The price agreed between the Parties on the day the sale is concluded, and appearing in the Special Conditions of Sale, is firm and non-revisable, exclusive of taxes, in Euros, if not specified in the Special Conditions, global and fixed.

Article 4 – Collection

Collection of the items shall be made within the time limits, on the date, at the place and according to the latest INCOTERMS indicated in the Special Conditions.

The deadlines, date, place of collection and INCOTERMS are an essential part of the sale. They can only be changed with the Seller's prior consent in writing.

The Buyer is required to check the appearance and number of the parcels. After the collection, the Buyer may not send, by email or any other written notification mean, any further reservations.

The Buyer may refuse the collection of defective products but, once collected, may not request the return to the Seller and these products are not subject to replacement nor reimbursement.

Article 5 - Warranties

The Buyer undertakes to take the utmost care in the execution of the sale.

The Seller does not warrant the sale, as from the effective collection, against any lack of conformity with respect to the contractual documents. The Seller cannot be held liable for any defects, including all faults, whether apparent or hidden.

The Buyer shall refrain from any form of abuse or child labour, from supporting or financing any act of terrorism, any form of money laundering, any form of fraud and corruption and any conflict of interest.

The Buyer acknowledges that it is aware of these values and commitments (as detailed here <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>) and undertakes to respect them, which constitute an essential condition of the Contract.

The Buyer is informed of the existence of the Transparency mechanism (transparency@acted.org) and acknowledges its duty to use it whenever there is a suspicion of behaviour contrary to the ethical values of ACTED.

Article 6 - Transfer of ownership and risks

The transfer of ownership shall occur in favor of the Buyer after the Seller acknowledges receipt of the Buyer payment for the sale.

The risks associated with the products are transferred to the Buyer from the product collection.

Article 7 - Payment

The payment term is before product collection.

Article 8 - Termination of the contract

The contract is concluded for the duration specified in the Specific Conditions of Sale. Any extension or renewal of the contract must be subject to the signature of an amendment.

In the event that the Seller discovers any fault in the Buyer's execution of the purchase, the contract shall be considered null and void and the Seller shall not be liable for any part of the sale which, if any, has not yet been performed.

Neither Party shall be held liable for losses, costs, delays, and inability to perform the contract in case of force majeure. If force majeure period exceeds two (2) months, the Seller reserves the right to terminate the contract without incurring penalties.

Article 9 - Liability and insurance

The Buyer shall be liable to the Seller, without restriction or reservation, for the perfect execution of the obligations incumbent upon it by virtue of its contractual commitments with the Seller, and for all the consequences that may result therefrom under the conditions of ordinary law. The Buyer undertakes to compensate any damage caused to the Seller or beneficiaries.

Any clause limiting the Buyer's liability contained in the Buyer's General Conditions of Purchase or in any other similar document commonly used by the Buyer shall be deemed unwritten for the performance of the Buyer's contractual obligations with the Seller.

The Seller's possible assistance during the sale execution shall in no way relieve the Buyer of its liability.

The Buyer holds insurance policies with notoriously solvent companies covering its operating and professional civil liability, guaranteeing it for a sufficient amount against the pecuniary consequences of the civil liability it may incur in case of personal injury, intangible, material and immaterial damage, whether consequential or not, caused to the Seller or to third parties, as a result of its purchase.

In addition, the Buyer hold insurance policies covering its after collection civil liability. The Buyer shall provide the Seller with





the corresponding insurance certificate by the collection date at the latest.

The fact of having the aforementioned insurance policies does not release the Buyer from his liability, in particular with regard to damage not covered by the said policies or damage in excess of the sums guaranteed by the corresponding insurance policies.

Article 10 - Quality and compliance with the law

The Seller is not responsible for the collected product quality.

The Buyer declares to be in full compliance with the applicable social and fiscal legislation and vouch for the good behavior of its staff.

The Buyer undertakes to set up a system for checking the conformity of the products with the General Conditions, Special Conditions, technical documents, standards and specifications of which the Buyer is aware prior to the execution of the sale.

Article 11 - Jurisdiction and applicable law

This contract is governed by French law.

Any dispute relating to any of the contractual documents shall fall within the jurisdiction of the competent courts of Paris or of a mediator designated by the parties with a view to an amicable settlement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have signed this Contract as of the date indicated below.

Name: _____
(company's legal representative or any other authorized person)

As: _____
(position in the company)

Duly authorized to signed on behalf of the Buyer:
(company's name)

Signature :

