

General Terms and Conditions of Purchase of Bruker France SAS

(10.2017)

Article 1

Validity of the general purchasing conditions (GPC); protection clause

- (1) These general purchasing conditions (GPC) apply to all commercial relations with our suppliers. However, they can only apply to professional corporations as opposed to consumers.
- (2) As a supplier you must communicate to us your general sales conditions. Nonetheless, our GPC apply even when we make an order without reserves and with full knowledge of the supplier's sales conditions or when we accept deliveries or other services or when we refer directly or indirectly to a writing or other document containing or referring to these sales conditions or those of a third party. If the said general sales conditions are contrary, complementary to, or different from ours, we only recognise the sales conditions established by the supplier if we have expressly accepted their validity in writing or expressly accepted modifications to these general purchasing conditions.
- (3) In their present version our GPC also apply to every delivery, service, or future offer made by the same supplier without this having to be specified by us each time.

Article 2

Conclusion and contents of the contract; written form; reserve of right; confidentiality

- (1) Only orders in writing or which we confirm in writing have contractual force. If the order, or any document appertaining to it, is manifestly erroneous (for example, spelling mistake or error of calculation) and incomplete it is the supplier's obligation to so inform us before accepting the order so as to correct or complete it; otherwise, the contract is not concluded.
- (2) Any declaration or notification by the supplier subsequent to the conclusion of the contract and having legal relevance (for example, fixations of time limits, letters before action, declarations of termination of contract) must be in writing to be valid.
- (3) The supplier may accept our orders by a written confirmation within the indicated binding period where applicable in this document or, failing this, within a period of 4 (four) working days (Monday to Friday) from the date of order. The reception of the acceptance by our company is conclusive and this acceptance is understood to be without reserve.
- (4) A transmission by fax or post is sufficient to respect the written form.
- (5) The written contract, including these GPC (which are an integral part of the written contract), restrictively includes all the agreements concluded between us and the supplier concerning the purpose of the contract. Until the written contract is concluded the agreements made orally are not binding in law and the written contract takes its place in full, unless it expressly results from these agreements that they must continue to apply.
- (6) The specific or individual contractual agreements prevail over these GPC. A written contract or a written confirmation coming from us are decisive proofs of the contents.
- (7) Except for our manager, authorised representatives, and other employees of the company expressly designated as contacts with the supplier (and each authorised to represent the company), our employees are not authorised to make orders, conclude contracts, make individual oral or written agreements, or conclude any binding commitment.
- (8) We reserve all property rights, copyrights, and rights of protection over all the documents, equipment and other objects we provide to the supplier (such as purchase orders, plans, drawings, illustrations, calculations, product descriptions, samples, models and other documents, information and equipment whether in physical and/or electronic format). The supplier is not authorised to disclose them to third parties (neither as such, nor their contents), nor to communicate them, exploit them, reproduce them, or modify them without our prior written authorisation. The supplier must use these documents in the framework of the contract exclusively and is obliged, if we so ask, to return them to us in their entirety and destroy (or efface) the copies we may have delivered to him (including those in electronic format) in so far as he no longer needs these documents in the normal course of business or for the purposes of complying with the obligations of conservation stipulated by the law. At our request the supplier must certify or prove that the restitution and destruction/effacing of those of the documents, pieces of equipment, and objects which he considers he still needs for the above mentioned reasons has in fact been completely carried out.

Article 3
**“Incoterms (2010) DDP” and other methods of delivery; transfer of risks;
acceptance; delayed acceptance; flat-rate compensation**

- (1) Unless otherwise agreed, the “Incoterms (2010) DDP” apply to all the deliveries (with for reference the delivery address specified on our order or, if no address is expressly indicated, the delivery address mentioned for each of the jobs ordered).
- (2) The delivery time (date or period for delivery) indicated in our order (or, in default, regulated in these GPC) is compulsory. The supplier must inform us without delay and in writing when and for what reason he is probably not able to respect a delivery time, and what will be the probable length of the delay.
- (3) The transfer of risks to the purchaser is only effective once the goods have been delivered to the place of performance (article 17 of these GPC). This also applies if a purchase by correspondence has been agreed in dispensation of paragraph (1). If it has been agreed that the goods would be accepted, the risk is only transferred once the acceptance has been successfully completed; the acceptance is subject to the law relating to service contracts.
- (4) If the supplier does not effect the performance, if he does not deliver in the delivery time agreed, or if he is behind schedule then our rights (particularly concerning termination and damages) are governed by the provisions of the relevant law. To that is added in the case of late performance the flat-rate compensation as described in the following paragraph.
- (5) **If the supplier is behind schedule we can claim (in addition to the other legal requirements and their performance) a flat-rate compensation for damage resulting from this delay and amounting to 5% of the net price of the delayed delivery. The burden of proof is on the purchaser to show the loss suffered was more serious and on the supplier to show that absolutely no loss or only much less serious loss resulted from this delay.**
- (6) In the event of delayed acceptance imputable to the purchaser, the supplier must, in this eventuality, expressly propose his performance to us once a date has been fixed according to the schedule for an action we have to effect but which has not been performed on time.

Article 4
Prices, invoices, terms of payment, and delayed payment

- (1) The price indicated on our order is compulsory and is a fixed price. It is understood “DDP (delivered duty paid) according to the Incoterms (2010)” (see paragraph 3 (1) of these GPC) and excluding statutory VAT.
- (2) Unless otherwise agreed, the price includes all the supplier’s performances, including the ancillary services (such as the assembly, installation, bringing into service, settings) as well as all the accessory expenses (as for example the packaging as specified, transport, insurance of the goods), the taxes (however, in the case of the VAT refer to paragraph (1)), customs duties and other charges. The packing material must, at our request, be collected by the seller at his own expense.
- (3) All the order confirmations, delivery documents, and invoices must mention our order number, the date of the order, the description of the article, the quantity delivered, and the delivery address. Three copies of the invoices and delivery documents must be kept available for us by the supplier.
- (4) The invoices are paid within a period of 60 days of the date of issue of the final invoice or of an equivalent state of payment. Except in the case of a particular agreement with the supplier, and if our payment is made within 30 days of the date of issue of the supplier’s invoice, we have the right to deduct a discount of 3 % from the net price of the invoice.
- (5) The interests for delay each year amount to three times the applicable legal rate of interest in addition to the flat-rate debt collection indemnity of € 40.

Article 5
Reserve of supplier’s title

- (1) Unless otherwise expressly agreed by our company, the supplier has no right to reserve title until full payment of the price.
- (2) In particular, all the following are excluded: all the forms of (a) extension of reserve of title, (b) prolongation of reserve of title based on resale, processing, or transformation, or (c) transmission of the supplier’s reserve of title, so that the latter is only effective until payment of the goods that have been delivered to us and of them only.

Article 6
Manufacturer's clause

- (1) The machining and transformation, as well as the combination, mixing and integration of the products that are delivered to us are carried out for ourselves as manufacturers, in our own name and for our own account, so that we acquire the title to them date during these operations at the latest.

Article 7
Nature of the products; system of quality control; ISO 9001 certification; traceability; supplier's declaration

- (1) The supplier warrants that his products conform to the legal provisions, and to the present state of the art as well as the product specifications agreed between the parties. This entails in particular respecting the legislation in matter of product safety, the provisions relating to EC marking, the law concerning electrical and electronic appliances, and the regulation concerning the limitation of dangerous substances in electrical and electronic equipment, as well as respecting the European directives 2011/65/EU (RoHS) and 2002/96/EG (WEEE) and all the other laws, regulations, and other provisions adopted so as to be transposed into the applicable law.
- (2) The supplier warrants that his products comply with the provisions of the regulation no. 1907/2006 on the registration, evaluation, authorisation and restriction of chemical substances (REACH). This also applies if the supplier is not established in the EU (European Union); in this circumstance he shall designate a person or corporation based in the EU who as the exclusive representative of the supplier shall discharge the obligations incumbent upon importers (see Article 8 of the REACH regulation). The substances contained in the supplier's products must, if necessary according to the provisions of the REACH regulation, be pre-registered or registered. The supplier must comply with all the obligations applicable under the REACH regulation. Pursuant to Articles 31 et seq. of the REACH regulation he is in particular obliged to make available, spontaneously, the safety data sheets as well as the information that may be necessary. The products of the supplier must not contain any substance of very high concern (SVHC) in the meaning of Article 57 of the REACH regulation, or any substance on the list in force at the time of substances identified for inclusion in Annex XIV (known as the candidate list) pursuant to Article 59 of the same regulation. The supplier shall communicate to us without delay, spontaneously and in writing, the concentration by weight percentage in the event that a merchandise ordered and/or already delivered contains such substances at this date whatever the reason may be.
- (3) The supplier must set up and maintain a quality control system that is suitable in terms of nature and extent, which is technically state of the art, and documented. He is obliged to create dossiers, especially on the quality controls and provide us with them without delay when we so request.
- (4) The supplier must be and remain the holder of an ISO 9001 certification which must be renewed regularly and must be able to provide us proof of the same if we so ask.
- (5) The supplier shall take care to be sure of his products' traceability at all times. When he is able to perceive that one of his products is defective straightaway he must further verify by taking suitable measures what other products may be affected.
- (6) The supplier has the obligation of returning the supplier's declarations in the meaning of the regulation (EC) no. 1207/2001 and confirming the preferential status of the products. In this case the indication of the country of origin on the invoice is not sufficient. The supplier is liable for the exactness of the supplier's declaration and to us for any eventual damage. Delivery of a long-term supplier's declaration is permitted; a supplier's declaration must be delivered in every case nonetheless if we so request.

Article 8
Rights in case of material and legal defects or other failures to respect obligations; risk connected to supplies

- (1) The provisions of the law and, in a complementary manner, the rules hereafter as well as article 9 of these GPC apply fully as concerns the rights of which we may avail ourselves in case of material and legal defects in the goods delivered or other failures to respect the obligations incumbent on the seller.
- (2) **Our obligation to verify is limited to the conspicuous defects observed as part of our incoming goods control (such as the damages occasioned during the transport, incomplete deliveries, or deliveries not up to specifications) during the external examination of the goods, including the delivery documents. There is no obligation to verify once it is agreed the**

delivery of the goods will be accepted. Our obligation to make a claim for defects subsequently detected remains unchanged. In the cases concerned by sentence 1 (conspicuous defect), our claim (notice of defect) is deemed to be immediate if we send it within a period of six (6) working days from acceptance of the goods; in the cases concerned by sentence 3 (hidden defect), the period is three (3) working days from the discovery of the defect.

- (3) If the goods are defective we may demand, at our discretion, a subsequent performance in the form of repairing the defect (subsequent repairs) or delivery of the goods free of defects (replacement delivery). If the supplier does not meet this obligation of subsequent performance within a reasonable period fixed by our company, we are justified in eliminating or repairing the defect ourselves (elimination by the purchaser) and in demanding the refund for the expenses needed for this suppression or the payment of a provision equivalent to these expenses from the supplier. If the supplier's subsequent performance fails or if it proves to be unacceptable for us owing to particular circumstances (for example, owing to a special emergency, a threat to the safety of the enterprise, or an imminent menace of disproportionate loss) it shall not then be necessary to fix a period for repairs. In particular, we shall have the right to order substitution products; we shall inform our suppliers without delay of the occurrence of such circumstances, if possible before we effect the repairs ourselves.
- (4) The expenses incurred by the supplier for the purposes of examination and subsequent performance, including the expenses for assembly and dismantling, remain at his expense even if it is shown that the goods in reality had no defect. In the event of an unjustified demand for compliance reparation our liability for damages remains unchanged; nonetheless, we are only liable if we have acknowledged that there actually was no defect.
- (5) In so far as it has not been otherwise agreed the supplier assumes the risk relating to the procurements for the services he effects .
- (6) Unless otherwise agreed in writing by ourselves, the supplier shall be liable for all the damage he has caused us and may not plead any limitation of liability in his own general sales conditions against us.

Article 9

Infringement of rights protecting third parties

- (1) Pursuant to paragraph 2 the supplier warrants the products of which he assures the delivery do not in any way infringe the rights protecting third parties (and especially the intellectual property of third parties) in the countries of the European Union (EU) and the European Economic Area (EEA), in Switzerland, the United States, Canada or in other countries where he manufactures his products or has them manufactured.
- (2) The supplier is obliged to guarantee and shelter us from all claims a third party could make against us owing to the infringement of the protection rights mentioned in paragraph 1, and refund us for all the necessary expenses that have been incurred in the context of this demand. This obligation of defence and protection applies to the supplier from our first demand. Pursuant to article 1 the claims cease to be founded once the supplier produces the proof that he is not responsible for the infringement of the right of protection and that he should not have acted with all the diligence commercially required at the time of the delivery.
- (3) Our claims for damages owing to legal issues remain, for the rest, unchanged.

Article 10

Prescription

- (1) Subject to contrary provision mentioned below, the prescription period is governed by the provisions of the applicable law.

Article 11

Liability due to defective product and manufacturer's liability

- (1) If, owing to personal injury or material loss, a third party asserts his rights against us in the context of liability for defective product and/or manufacturer's liability, and if this prejudice is imputable to one of the products of the supplier the latter has the obligation (in so far as his own liability is involved) of liberating us from this claim. This obligation of liberation and guarantee applies to the supplier on our first demand.

If we are obliged to carry out a recall owing to the defective nature of a product from the supplier and to the resulting risk of personal injury and/or material loss, the supplier shall have to bear all the costs of the recall. This does not prejudice the more extensive rights granted by the law. In so

far as is possible and acceptable we shall inform the supplier as soon as possible of the recall measures so as to enable him to take a position in this matter.

- (2) If the supplier has reasons to believe the recall of one of the products we have ordered might prove necessary he is under the obligation of so informing us without delay and providing us with a relevant documentation.
- (3) The supplier is obliged to take out, at his expense and subject to the usual conditions, an insurance policy for product liability. It is not, however, necessary for the policy to cover the risk of recall or of punitive damages or the like. He shall still, nonetheless, be obliged to indemnify us even if he had not insured himself for this purpose or for a special risk that may be at issue. At our request the supplier is obliged to provide us with the proof that he has taken out insurance by means of an insurance certificate and/or any other insurance document.

Article 12 **Spare parts**

- (1) The supplier is obliged to maintain spare parts for the products that have been delivered to us for a period of at least ten (10) years from the delivery.
- (2) If the supplier intends, without prejudice to paragraph (1), to stop the production of the spare parts for the products that have been delivered to us he must so inform us without delay.

Article 13 **Obligation of notification in case of administrative measures**

In the event that administrative measures relating to the products we order should be adopted by or against the supplier he must so inform us without delay and in writing.

Article 14 **Specific right of retraction in case of cessation of payments, etc.**

We have the right of terminating the contract in the following cases: (a) the supplier ceases to pay his creditors; (b) the supplier himself asks for an insolvency procedure to be commenced; (c) the insolvency procedure against his goods is legitimately requested by ourselves or another creditor; (d) the procedure is commenced, even provisionally; or (e) the request is rejected for insufficient assets.

Article 15 **Prohibition of assignment, except for monetary debts**

The supplier is not authorised to assign his rights and obligations arising from the contractual relation to a third party. This does not apply in the case of monetary debts.

Article 16 **No contractors or other third parties**

The supplier is not authorised, without our prior written consent, to have a third party (for instance, a contractor) perform the services to which he is obliged.

Article 17 **Place of performance**

For all the deliveries and performances the place of performance is the place of destination we have defined (that is to say the delivery address indicated on our order) or, in the case in which such a place is not explicitly stipulated, the delivery address of the workshop that made the order.

Article 18 **Anti-corruption policy**

- (1) We respect the legal provisions that apply as concerns the struggle against corruption (where applicable, we comply with foreign provisions, for example the legislation of the United States of America) and require our suppliers to do the same.
- (2) The supplier undertakes to ensure that his directors, executives, staff, employees, workers, and other bodies and representatives comply with the legal provisions applicable (and also with the foreign provisions and the American legislation if applicable) in the field of the struggle against corruption. The supplier is under the obligation, at his own discretion and expense, of acquiring information regarding the provisions of the law as well as of obtaining legal advice.

- (3) The supplier is obliged to inform us without delay should an administrative procedure be commenced against him or against one of the above mentioned persons owing to an alleged act of corruption in the context of the business relationship between us.

Article 19
Choice of law and jurisdiction

- (1) The business relations between us and the supplier are exclusively subject to the law of the French Republic. The United Nations Convention on contracts for the international sales of goods (CISG) does not apply.
- (2) Any dispute or any demand arising from this contract related to the contract or arising from the business relations between us and the supplier shall be subject to the exclusive jurisdiction of the competent court of Strasbourg (even in the case of plurality of defendants or third-party action).

Article 20
Safeguard clause

In the event that certain terms of these GPC are entirely or partially void or inapplicable, or should become so, the validity of the other terms shall not be affected.