

The Supplier warrants that all products and services provided comply with applicable nuclear safety requirements, including those of the Nuclear Safety Authority (ASN) and any other competent authorities.

7.3 Audits and inspections

The Purchaser reserves the right to conduct audits and inspections at the Supplier's premises to verify compliance with nuclear safety requirements.

To this end, the Supplier must provide full access to its facilities and all relevant documentation.

7.4 Traceability and Documentation

The Supplier must maintain complete traceability of the materials and services provided, including all certifications of compliance and quality control reports related to nuclear safety.

7.5 Incident notification

The Supplier shall immediately notify the Purchaser of any incident, accident, or non-compliance that could potentially impact nuclear safety.

8. Corporate Social Responsibility

Fonderie LEMER expects its suppliers and subcontractors to adhere to the same standards of social responsibility as it does. The Supplier therefore undertakes to comply with all the rules set out below, based on the commitments of Fonderie LEMER's CSR policy.

Fonderie LEMER reserves the right to request any information or documents necessary to verify the Supplier's compliance with its obligations, and to conduct audits at any time to ensure that the Supplier complies with the above requirements.

8.1 Compliance with ethical rules

The Supplier declares and guarantees that, for the entire duration of the execution of orders placed by the Buyer, it will strictly comply with applicable laws and regulations relating to business ethics, and undertakes in particular to prohibit any practice of corruption, influence peddling, fraud, and money laundering, in accordance with the terms and conditions set out below.

Fight against corruption and influence peddling

The Supplier shall refrain from any form of active or passive corruption, as well as any act of influence peddling, directly or indirectly, in the context of its commercial relations with the Buyer. As such, the Supplier undertakes in particular not to offer, promise or accept, directly or through an intermediary, any undue advantage (financial or otherwise), such as payments, donations, gifts, commissions, invitations, services or benefits in kind, with the aim of: obtaining or retaining a contract, influencing a commercial, administrative or contractual decision, or obtaining unjustified favourable treatment.

Fight against fraud

The Supplier shall refrain from any fraud or fraudulent maneuver, including the provision of false, inaccurate, or misleading information or documents, the falsification of documents, the issuance of fictitious or non-compliant invoices, and any misappropriation of funds or property in connection with the performance of the contract.

Combating money laundering and the financing of illegal activities

The Supplier undertakes not to conceal the illegal origin of funds or goods and not to participate in any operation aimed at facilitating money laundering or the financing of illegal activities. It guarantees that the funds used in the performance of the contract are of legal origin.

8.2 Human rights and working conditions

The Supplier fully adheres to the 10 principles of the United Nations (UN) Global Compact, the Universal Declaration of Human Rights (UDHR), and the fundamental conventions of the International Labor Organization (ILO).

The Supplier undertakes to conduct its activities in compliance with applicable laws and to:

- Abolishing child labor
- Eliminate all forms of forced or compulsory labor
- Ensure the health and safety of its employees
- Guarantee decent working conditions for its employees
- Respect freedom of association and recognize the right to collective bargaining
- Eliminate discrimination in employment.

8.3 Contributing to reducing environmental impact

The Supplier must comply with all environmental protection regulations. Fonderie LEMER expects the Supplier to contribute to:

- Improving waste recovery, controlling risks, particularly pollution (water, air, noise, odor, etc.), protecting the environment, and taking action to preserve biodiversity
- Continuously improving its performance, particularly in terms of energy, and reducing its environmental impact (greenhouse gas emissions, impact on water, etc.)
- Innovating for a circular economy.

Packaging

The Supplier certifies that it has read and understood the provisions of Decree No. 98-638 of July 20, 1998, relating to the consideration of environmental requirements in the design and manufacture of packaging, which it expressly accepts as applying to it in their entirety.

9. Invoicing and payment

Invoices must be issued in duplicate and sent on the day of delivery or, at the latest, on the third (3rd) day of the following month. Unless otherwise expressly agreed by the Supplier and specified as a special condition in the order acknowledgment, payments shall be made:

- Either in cash with a discount of 0.4% per month in advance; in this case, the corresponding VAT must be adjusted
- Or sixty (60) days net by bank check, postal transfer, or magnetic LCR.

10. Industrial property

The Supplier guarantees Fonderie LEMER peaceful possession of the item sold, particularly in terms of intellectual property, as well as its hidden defects. It guarantees that the studies, drawings, materials, and goods ordered and delivered do not infringe on the industrial property rights of a third party and/or that it has legally acquired the industrial property rights enabling it to produce said studies, drawings, materials, and goods.

The Supplier shall bear all costs or penalties resulting from legal proceedings against Fonderie LEMER and/or one of its customers on the grounds of infringement of the industrial property rights of a third party or the irregular acquisition of industrial property rights.

All plans, information, models, molds, and documents, regardless of their medium, produced by the Supplier within the framework of the contract or order, as well as all industrial property rights arising from the order or contract, become the property of Fonderie LEMER.

By accepting the order or signing the contract, the Supplier transfers to Fonderie LEMER all plans, information, models, molds, and documents, as well as all industrial property rights arising in connection with or during the order or contract.

The Supplier guarantees that Fonderie LEMER will be able to protect, use, and exploit them freely both in France and abroad.

11. Tools

Tools manufactured by the Supplier on behalf of and at the expense of Fonderie LEMER belong to the latter. They are made available by Fonderie LEMER and must be returned to it upon first request, failing which a penalty shall be payable from the date on which return was requested, after a period of eight (8) working days has elapsed without return. The Supplier shall be responsible for the storage and maintenance of tools belonging to Fonderie LEMER at its own expense. The Supplier shall refrain from using them for any purpose other than an order intended for Fonderie LEMER.

The same applies to tools belonging to Fonderie LEMER and made available to a subcontractor, who must, in this case, be covered by an insurance contract for any damage they may cause to said tools, for example during handling operations.

12. Retention of title

Fonderie LEMER does not accept any retention of title clauses.

13. Termination clause

Any total or partial failure by the Supplier to fulfill any of its obligations shall result in the automatic termination, at the discretion of Fonderie LEMER, of all or part of the order, without prejudice to any damages, if applicable.

14. Insurance

The Supplier shall bear the risks of foreseeable or unforeseeable damage on the date of sale (including operating losses) that may be caused, either by his own actions or by the goods sold to persons or property. To this end, it undertakes to take out all appropriate insurance policies.

15. Prohibition of termination of the contract

Under no circumstances may the Supplier directly or indirectly assign part of the contract or subcontract it without the prior written consent of Fonderie LEMER.

16. Confidentiality

The Supplier undertakes to keep confidential all information and documents received from the Buyer. This obligation shall remain in force for a period of five years after the end of the contract.

17. Competent jurisdiction and applicable law

The interpretation and enforcement of these General Terms and Conditions of Purchase, as well as all acts arising therefrom, are subject to French law. In the absence of an amicable agreement, it is expressly agreed that any dispute relating to the contract shall fall within the exclusive jurisdiction of the court in the jurisdiction in which the registered office of Fonderie LEMER is located, even in the event of a warranty claim or multiple defendants.

Done at _____, on _____

Supplier's signature

Precede the signature with the handwritten words "Read and approved - Good for agreement." In addition, initial each page of the contract at the bottom.