

PURCHASE TERMS & CONDITIONS

SUMMARY OF KEY POINTS TO CONSIDER FOR DUC Propellers Company

- Supply of material certificates or certification of conformity
- Respect the confidentiality of information provided by DUC Propellers Company
- In case of change in process or product specification, prevent several months in advance for approval by DUC Propeller Company

1) GENERAL CONDITIONS

Any order duly passed at a <vendor> a valid contract and acceptance leads to the <vendor> , the obligation to comply with these terms and conditions , supplemented where necessary by or "order , " the " specifications " , the " technical specifications " , the " bidding " and " other documents " , hereinafter referred to as " special Conditions " .

All orders accompanied by an acknowledgment is considered firm and final after return it by <vendor> with acceptance of the conditions of purchase **DUC Propellers Company** acknowledgment returned involves right acceptance of the conditions of purchase **DUC Propellers Company** and <vendor> waiver by its own terms , to the extent that they are inconsistent with the terms hereof.

Orders from **DUC Propellers Company** may be subject to the provisions of the law of 12 May 1980 on the retention of ownership, and expressly agreed this purchase is made in accordance with Article 1583 of the Code civil. Trade electronically has probative force between the parties.

A penalty of termination , without condition or compensation order, the <vendor> must comply with the legislation in force and shall provide the products or services that meet all the conditions imposed by the legislation of the country in which they / they are manufactured or produced and delivered.

2) PROPERTY

Notwithstanding Incoterms applicable to this order, the transfer of risk takes place after delivery of the order. Any pre-function operations performed in the <vendor> do not involve management of risk through **DUC Propellers Company**. The property is in turn transferred at the full payment by **DUC Propellers Company**.

The goods or services ordered <vendor> , on behalf and at the expense of the **DUC Propellers Company** , in whole or in part, as well as property and equipment provided by the **DUC Propellers Company** shall only be used for the realization of orders **DUC Propellers Company**. Goods and services specific to the achievement of items exclusively for the **DUC Propellers Company** shall only be used for it. Custody, maintenance of these goods and services will be provided by the <vendor> at his own expense and risk. The <vendor> undertakes to contract to this effect all necessary insurance and provide justification. Those goods or services, custody or ordered (including: molds, dies, plans, models, software codes sources, documentation...) are exclusive property of the **DUC Propellers Company**. The <vendor> agrees to return them in good condition at the first request of the **DUC Propellers Company** and retain no reproduction without the agreement of the **DUC Propellers Company**.

When this is not the author, says <vendor> be personally responsible for the acquisition and any claim relating to any right of any artistic or industrial property prior or owned by third parties , co -authors or employees , in the event that such an acquisition would be required for articles subject to this order.

Unless otherwise agreed the **DUC Propellers Company** holds, both as regards the industrial property rights of any author of any duty on items covered by the order.

Unless otherwise agreed the <vendor> yields to **DUC Propellers Company** , who accepts, exclusively , all rights of reproduction, representation , adaptation, translation attached to creations on the occasion of the order, and he is the author for the world, for the duration of copyright and unlimited to any medium and for any purpose, including advertising and promotional.

3) AGAINST INFRINGEMENT

Infringement of rights stipulated in article 2 is a major moral and economic damage for the group **DUC Propellers Company** at the same time a real risk to consumers. The <vendor> prohibits any deception or reluctance may affect these rights without the approval of the **DUC Propellers Company** and inform you of anything that could harm them, and assist in the fight.

4) Subcontracting, WORK FORCE, PRISON, DANGEROUS, AND HIDDEN CHILD LABOUR

Orders cannot be executed in whole or in part, by a designated subcontractor without limitation approval prior written **DUC Propellers Company**.

The <vendor> expressly acknowledges fulfill social and tax obligations relating to its status and in particular comply with the law n ° 97-210 of 11 March 1997 on the strengthening of the fight against undeclared work.

The <vendor> undertakes to produce , at the conclusion of this contract, the documents referred to in Article D 8222-5 of the Labour Code likely to prove compliance by <vendor> above provisions, this clause contract is substantial. The provision of such documents is a condition subsequent to this. In addition, any contract of duration greater than six (6) months, these documents must be sent back to the **DUC Propellers Company** every six months until the contract expires.

The <vendor> shall comply with all laws and regulations and respect the principles of fundamental ILO Conventions , namely C29 and C105 Abolition of Forced Labour Convention, C138 and C182 on the Elimination of Child Labour children, C100 and C111 on equality and C87 and C98 on freedom of association. In particular, the <vendor> certifies and covenants that no product purchased by the **DUC Propellers Company** and manufactured by <vendor> himself or by one of its own <vendor> s, has been manufactured, assembled or packed by using a forced labor prison (except as part of a rehabilitation program for the sentence), dangerous, hidden and / or child labor under 16 years of age. Knowing that this age limit is more stringent than that imposed by the ILO Convention C138.

It shall provide only products that meet all the conditions imposed by the laws and regulations of the country in which they are manufactured.

The <vendor> acknowledges that violation of this clause, the Company may **DUC Propellers Company**, among other remedies, immediately terminate this Agreement and cease all trade relations with <vendor> no future liability on the part of **DUC Propellers Company** to the <vendor>.

5) Prices

Unless expressly **DUC Propellers Company** prices listed company agreement are set out in a specific currency , without any possible indexation another currency, and are considered firm and not subject to revision.

Unless otherwise stated prices are prepaid home including packaging for goods and services supplied in accordance with Article 8 record.

6) PAYMENT

Payments shall be made by the **DUC Propellers Company** 60 days net from the date of issue of the invoice, unless otherwise negotiated between the parties.

7) BILLING

All invoices should be sent to the accounting department **DUC Propellers Company**. These invoices must mention must:

- The order numbers,
- The numbers of delivery note,
- A detailed description of the supply or supplies,
- All other information required by law.

The payment of an invoice shall be made after final acceptance of the goods delivered or the service completed.

8) SHIPPING AND PACKING

All deliveries must be made, free of charge, unless an agreement has been reached, to the **DUC Propellers Company** or any other place designated by the **DUC Propellers Company** during the RFQ. They will absolutely be accompanied by a delivery note indicating at least the order number and details of delivery per item with references and quantities , and any other information requested in the special conditions.

The packaging of the goods is the responsibility of and shall allow **<vendor>** without damage, transportation, handling and storage. It should also be adapted to any usage constraints **DUC Propellers Company**, set, if any, under specific conditions.

The **<vendor>** is responsible for verifying and certifying compliance of the conditions of supply order. The intervention of the Service Quality **DUC Propellers Company** does not relieve the **<vendor>** compliance with this obligation.

DUC Propellers Company reserves the right to refuse any provision even after the delivery or receipt, which proves not to be in conformity with the order notwithstanding the damages that could claim the **DUC Propellers Company** due to non-compliance. In addition, any recognized when using a good workmanship, will be filled at no cost **<vendor>** the goods in question. Any goods rejected because non-conforming to the ordered or resulting from a defect, held at the disposal of **<vendor>**, the return postage will be made due to the latter's expense including packaging costs, to the address **<vendor>** and its risk. Denied any supply should result in an asset and will be considered not delivered. Can only be activated after expertise and agreement of both parties.

In addition, the **DUC Propellers Company** reserves the right to claim **<vendor>** an immediate on-site, in case a supply delivered does not give satisfaction.

Partial delivery shall in no way be considered as a beginning of execution of the Company commande. la DUC propeller reserves the right to claim damages, ordering a third of the cost and risk of the defaulting **<vendor>**, one to take charge of all supplements resulting from the partial or total non- fulfillment of the order disbursements.

9) DELIVERY AND EXECUTION

Deadlines are mandatory and constitute a substantial part of the contract. Time worn on the orders agree to returned items (delivery address indicated on the order) or services performed. They cannot be shortened or postponed without prior express consent of the parties.

Every order is made under the condition designed to benefit the **DUC Propellers Company**, a delivery within contractual deadlines. Accordingly, the Company may **DUC Propellers Company** at its convenience by registered letter A / R to inform the other party or the automatic termination of the contract with the appropriate compensation for the damage suffered by it, or require performance of the contract under penalty at least 0.5% of net amount of control each day of delay, this rate can be increased, notwithstanding any action for damages which the **DUC Propellers Company** may be entitled.

In case the **<vendor>** would prove unable to meet the technical requirements of the order as specified in section 1 above, the **DUC Propellers Company** reserves the right to seek reimbursement of the sums it have already paid **<vendor>** and expenses it would incur to mitigate the failure thereof. **DUC Propellers Company** also reserves the right to claim in this case damages.

10) ADVERTISING

The **<vendor>** undertakes not expose supplies manufactured to drawings, designs or specifications technical **DUC Propellers Company** without the written permission of the latter. Under no circumstances and in any form, orders cannot give rise to any direct or indirect advertising, without written permission of **DUC Propellers Company**.

The above provisions are also binding the **<vendor>**, even should he solicited for a study or a quote.

11) SECRECY

The **<vendor>** is bound by professional secrecy and shall in particular take all measures to ensure that the specifications, formulas, drawings, plans, procedures, documents or anything else relating to orders or projects are not brought to the attention of a third (intentionally or unintentionally) by itself, its own employees, subcontractors and **<vendor>**.

12) RIGHT OF ASSIGNMENT

Where appropriate **DUC Propellers Company** reserves the right to assign to a third party all or part of its commands, and the rights and obligations thereunder.

13) COURT

By express agreement, in case of dispute or litigation whatsoever Courts the jurisdiction of the city lays the **DUC Propeller Company** shall have sole jurisdiction and the law of the country where the **DUC Propellers Company** only applicable is.