

# General Terms and Conditions of Purchase – Béhar Sécurité



## 1. General Provisions – Acceptance

This Purchase Order shall be deemed definitively accepted by the Supplier in all its provisions after a period of ten (10) working days from its receipt, unless reservations are submitted in writing to the Buyer managing the Purchase Order, whose contact details appear on the front page. It is specified that BEHAR Security's purchasing commitment (i.e. the validity of the Order placed with the Supplier) is subject to the Supplier's full acceptance of all the provisions of the Purchase Order.

## 2. Delivery – Receipt

The contractual delivery date refers to the goods having arrived and been unloaded at the delivery location specified in the Purchase Order. This date is binding and constitutes a key provision of the Order. The actual delivery date is the one indicated by the recipient of the goods on the delivery slip, duly signed by an authorized representative. No early delivery is permitted without the prior written consent of BEHAR Security.

If specific acceptance conditions have been expressly agreed upon by both parties, this acceptance constitutes the act by which, upon the Supplier's initiative, BEHAR Security declares acceptance (with or without reservations) of the goods, works, and/or services covered by the Purchase Order (hereinafter the "Supply").

## 3. Deadlines – Penalties

In case of delivery delay or failure to meet reception deadlines not attributable to force majeure or to BEHAR Security's fault, the Supplier shall owe a late penalty calculated at a rate of 1% per calendar week of delay, based on the value of the delayed delivery, up to a ceiling of 5%. Beyond this limit, BEHAR Security reserves the right to:

- Claim actual damages from the Supplier, and
- Terminate all or part of the Order unilaterally and by operation of law, at the Supplier's fault. (Such termination does not preclude further claims for damages.) The Supplier's payment of such penalties will, where applicable, be offset against any amounts owed by BEHAR Security to the Supplier.

## 4. Modifications

BEHAR Security reserves the right to modify the quantities or specifications of the Supplies at any time during execution. The Supplier agrees to implement such changes within the time requested by BEHAR Security, even if no agreement has yet been reached regarding new deadlines and/or prices. Such changes will later be formalized in an amendment specifying, if necessary, the new delivery/reception deadline and the adjusted financial terms. Only changes approved in writing and in advance by BEHAR Security may be subject to such an amendment.

## 5. Transfer of Risk

Notwithstanding any inspection at the Supplier's premises, the risk transfer occurs upon delivery of the Supplies. If acceptance is foreseen, the Supplier retains all risks until BEHAR Security issues an unreserved acceptance report. In any case, the Supplies travel at the Supplier's risk.

## 6. Packaging and Documentation

The Supplies shall be delivered with suitable packaging for their storage and preservation. Unless otherwise stated, packaging is non-returnable. If returnable, the return is at the Supplier's expense. The Supplies must be accompanied by all documentation necessary for their use, maintenance, and servicing.

## 7. Inspection

The Supplier is responsible for verifying and certifying the conformity of the Supplies to the applicable conditions and BEHAR Security's specifications, which the Supplier acknowledges knowing in full. Any inspections by BEHAR Security, before, during, or after delivery, shall in no way relieve the Supplier of this responsibility.

## 8. Shipping

At the time of shipment, the Supplier must send BEHAR Security a duplicate dispatch note by mail, indicating the Order reference and date, the number of packages, and a detailed description of the Supplies. The original must accompany each shipment, along with certificates of conformity and inspection reports.

## 9. Rejection

BEHAR Security may notify the Supplier of the rejection of any Supply that does not comply with Order specifications. Rejected Supplies are deemed undelivered and must be collected by the Supplier at its expense within 48 working hours of the rejection notice. Otherwise, they will be returned to the Supplier at its own risk and cost. In case of rejection, BEHAR Security may request replacement within a set deadline or unilaterally terminate the Order, without prejudice to its other rights or remedies

## 10. Invoicing

Invoices must be sent in one copy to the billing address indicated in the Order and must state BEHAR Security's reference and the corresponding Order number.

Each invoice must relate to only one Order and include item descriptions, unit prices, and delivered quantities. BEHAR Security may suspend payment of any invoice that does not comply with regulations or this clause. Disputes regarding quantity, quality, or price may lead to a debit note or an invoice from BEHAR Security to the Supplier. The Supplier has five (5) days to dispute it; otherwise, it is deemed accepted.

## 11. Pricing and Payment Terms

Unless otherwise stated, prices are fixed, non-revisable, and include packaging and delivery costs. Payments are made by bank transfer 45 days end of month from invoice date. At BEHAR Security's discretion, payments may be made by either BEHAR Security or Boissière Finance, authorized to pay suppliers on BEHAR's behalf.

Payment by Boissière Finance does not alter BEHAR Security's contractual obligations; the Supplier may not bring any claim against Boissière Finance.

## 12. Assignment of Claims or Obligations

The Supplier may not assign or transfer any claims or obligations under the Order without prior written notice to BEHAR Security's Accounting Department at least fifteen (15) days in advance. The same applies to any factoring agreements. If factoring is used, all invoices will be paid to the designated factoring company.

## 13. Molds, Tooling, and Testing Equipment ("Tooling")

Any tooling ordered specifically for the Order may only be used for BEHAR Security's Orders. In case of contract termination or business cessation, the Supplier agrees to transfer the tooling to BEHAR Security on request.

## 14. Warranty

### 14.1 Performance Warranty

The Supplier guarantees conformity to all applicable standards and warrants BEHAR Security against any design, manufacturing, or material defects for 24 months from delivery or acceptance. Upon any defect detected by BEHAR Security or its client, the Supplier shall correct, repair, or replace the item at its own cost (including travel, removal, and reinstallation) so that the Supply functions as specified. If the Supplier fails to act promptly, BEHAR Security may remedy the issue or appoint a third party at the Supplier's cost. Repaired or replaced items are covered by a new 24-month warranty. Items with a normal lifespan under 24 months are excluded.

### 14.2 Spare Parts

The Supplier agrees to supply spare parts for 10 years from delivery/acceptance of the Supply.

## 15. Intellectual Property

Any study or output (plans, models, prototypes, etc.) commissioned by BEHAR Security is its exclusive property. The Supplier may not use or allow use of these for other purposes. On request, all materials (plans, models, prototypes) must be transferred to BEHAR Security. Any specific software delivered under the Order implies the Supplier's transfer of all use, operation, and marketing rights to BEHAR Security. The Supplier fully guarantees BEHAR Security against any third-party intellectual property claims and will bear all related legal fees and damages.

## 16. Confidentiality – Publicity

All information exchanged between the parties or accessed during execution of the Order is strictly confidential and may only be used for that purpose. Without prior written agreement, the Supplier shall not reference its relationship with BEHAR Security nor display any deliverables made from BEHAR's documents or specifications.

## 17. Insurance

The Supplier shall provide BEHAR Security, upon first request and in any case within 10 days of Order acceptance, a copy of its insurance policies and/or certificates.

The Supplier shall obtain, at its own expense, any additional coverage that BEHAR Security reasonably requires.

## 18. Termination

BEHAR Security may terminate the Order unilaterally and without compensation in the following cases:

- 15 days after an unanswered formal notice of breach;
- Immediately in case of:
- Dissolution or liquidation;
  - Force majeure lasting more than six (6) weeks;
  - Exceeding delay penalties threshold;
  - Rejection as per Article 9.

## 19. Disputes – Governing Law

This Order is governed by French law, excluding the Vienna Convention of April 11, 1980.

Any disputes shall be under the exclusive jurisdiction of the Paris Commercial Court, even in cases of summary proceedings, multiple defendants, or warranty claims.

## 20. Sustainable Development

20.1 The Supplier agrees to adhere to the principles of ISO 26000 on social responsibility.

(Reference: [ISO26000 guide](#))

20.2 The Supplier ensures the safe use of Supplies by:

- Complying with all applicable national laws at the delivery location;
  - Ensuring no banned substances listed in Directive 2011/65/EU (Annex II) are present;
  - Complying with REACH Regulation (EC 1907/2006) including Annexes XIV and XVII;
  - Complying with all applicable regulations on restricted substances globally as specified in the Order.
- Within 45 days of request, the Supplier shall inform BEHAR Security of the presence of any listed substances and provide supporting documents upon request.

20.3 The Supplier shall indemnify BEHAR Security for any costs, losses, or third-party claims arising from non-compliance with this article.

20.4 The Supplier must notify BEHAR Security at least six (6) months in advance of any composition changes to the Supply.

## 21. Supply/Process Change Management

The Supplier must notify BEHAR Security in writing of any decision to discontinue a product or make major changes to the Supply or its manufacturing, especially those impacting:

- Technical specifications,
  - Norms compliance,
  - Life span,
  - Reliability or quality.
- BEHAR Security reserves the right to reject such changes and to claim reimbursement for any qualification costs arising therefrom.