

STANDARD TERMS OF PURCHASE
APPLICABLE TO SUPPLY AND SERVICES CONTRACTS
ENTERED INTO BY UNIVERSITY OF BURGUNDY AS OF 1 JULY 2009

Article 1 – Scope of application of these terms

The purpose of these standard terms of purchase is to define the framework of the contractual relationship between the UNIVERSITY OF BURGUNDY and its co-contracting parties for all government supplies and services contracts entered into pursuant to the French Government Contracts Code (the “CMP”) and for all contracts entered into pursuant to Order No. 2005-649 of 6 June 2005 concerning the contracts entered into by certain public or private entities not subject to the French Government Contracts Code.

In these standard terms of purchase “the contractor” shall mean the co-contracting party of the UNIVERSITY OF BURGUNDY. If it is entered into in accordance with a procedure that is adapted pursuant to Article 28 of the CMP or in accordance with the terms freely defined in Article 10 of Decree No. 2005-1742 of 30 December 2005 setting out the rules applicable to contracts entered into by the contracting authorities mentioned in the aforementioned Article 3 of Order No. 2005-649 of 6 June 2005, the contract may take the form of a simple order form drawn up by UNIVERSITY OF BURGUNDY.

Save for a derogation expressly stipulated on the order form or its annexes or in these standard terms, the stipulations of the General Administrative Terms and Conditions applicable to standard supply and services contracts in its version annexed to the Decree of 19 January 2009 approving the General Administrative Terms and Conditions of standard government supplies and services contracts (hereinafter, the “CCAG FCS”), are applicable to the contract.

By way of illustration, the CCAG FCS may be consulted at the following address:

<http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFT-EXT000020407115&fastPos=2&fastReqId=1887451667&categorieLien=id&oldAction=rechTexte>

Under no circumstances will the provisions contained in the documents filled out by the contractor, notably, its standard terms of sale, prevail over these standard terms of purchase.

If a contract prepared by the UNIVERSITY OF BURGUNDY was drafted specifically for the contract, its clauses shall prevail over these terms, which, in this case, shall only supplement these terms.

Article 2 – Notification

By derogation to Article 4.2 of the CCAG FCS, if the contract takes the form of a simple order form, its notification shall consist of sending the contractor a copy of the order form and its annexes. In this case, the natural person authorised to represent the UNIVERSITY OF BURGUNDY for the purposes of performing the contract according to the meaning of Article 3.3 of the CCAG FCS is the person who signed the order form. However, the contractor is asked to contact on a priority basis the contact person, the contact information of whom appears on the order form.

Article 3 – Subject matter, content and technical specifications

The contract’s subject matter, content and technical specifications are mentioned on the order form issued by the UNIVERSITY OF BURGUNDY or its annexes.

In the case of supply contracts, the contractor is subject to an obligation to achieve a specific result concerning the rendering of the services in accordance with its contractual commitments.

Article 4 – Technical documentation

The contractor covenants to supply at the time of delivery any (up-to-date) documentation to perform maintenance on and to ensure the proper functioning of the equipment. This documentation is drawn up in the French language and is provided at no additional cost.

Article 5 – Place and time limit for rendering the services

The place and time limit for the rendering of the services appear on the order form, or else, on the documents enclosed with it.

The starting point of the time limit for rendering the services is the contractor’s receipt of the order.

Pursuant to the stipulations of Article 13.3.3 of the CCAG FCS, when the contractor requests an extension of the time limit for rendering the services, if the UNIVERSITY OF BURGUNDY does not notify its decision within 15 days of the date of receipt of the request by the contractor, it shall be deemed to have rejected the extension request, save for those situations mentioned in the second and third paragraphs of Article 13.3.3 of the CCAG FCS.

Article 6 – Penalties

By derogation to the stipulations of Article 14.1 of the CCAG FCS, if the time limits are not adhered to, the contractor shall incur a penalty calculated using the following formula: $P = (V \times R)/100$, where:

P = the penalty amount;

V = the amount of the services on which the penalty is calculated; this amount is equal to the amount, excluding tax, of the portion of the delayed services, or all of the services if the delay in rendering some of the services results in all of the services being unusable;

R = the number of calendar days of delay.

Regardless of the circumstances, P cannot exceed V.

Article 7 - Inspection of deliveries

By derogation to Article 23.1 of the CCAG FCS, simple inspection work shall take place within at most two working days from the delivery date of the supplies or the rendering of the services.

By derogation to Article 22.3 of the CCAG FCS, UNIVERSITY OF BURGUNDY is not automatically obliged to notify the contractor of the dates and times scheduled for inspections. However, the contractor may contact UNIVERSITY OF BURGUNDY to know the dates and times scheduled for the inspections, in order to be present or represented at these inspections.

Article 8 - Warranty

By derogation to Article 28 of the CCAG FCS, the warranty’s starting point is the date of the acceptance of the services.

Article 9 – Payment terms

The overall payment time limit is 30 days for those contracts entered into pursuant to the CMP and 45 days for contracts entered into pursuant to order No. 2005-649.

An overrun of the payment deadline shall give rise -- automatically and without any other formality for the contractor or the subcontractor-- to the benefit of late payment interest, as of the day following the expiry of the time limit, in accordance with the application terms provided for by amended Decree No. 2002-232 of 21 February 2002 concerning the application of the maximum payment time limit in government contracts.

Invoices, accompanied by an official slip giving full bank or post office account details [known in France as a “RIB” or “RIP”, respectively] must comply with the provisions of Articles 289 and 289 bis of the French General Tax Code [“le Code Général des Impôts” (“CGI”)] and contain, in addition to the information required by Article 242 nonies A of Annex 2 of the General Tax Code, the references of the order, the contract and the corresponding lot, if applicable

Article 10 – Disputes

In the event of a dispute, only French law shall be applicable.

Any disputes shall be brought before the administrative court in the legal district in which the order form is issued.