1. PREAMBLE
The Supplier will study the Client's needs and recommend the goods and/or services, hereinafter collectively referred to as “the Deliverables”, appropriate to meet these needs. Appropriate information will be provided to the Supplier and, should the need arise, the Supplier will request additional information.

2. ORDER VALIDITY
2.1 The Supplier must confirm receipt of the order by return mail within ten (10) days of the date of receipt of the Purchase Order by sending Avanade a Confirmation of Receipt duly signed. The signature signifies acceptance of the order, the present General Conditions of Sale understood and any relevant specific conditions.

2.2 The Client reserves the right to cancel the order without notice or prejudice should the Confirmation of Receipt be not returned within the said period of time.

3. CONTRACT DOCUMENTS
3.1 A contract or order will include the following documents only, listed below in their order of priority:
   • if applicable, the contract between the Client and Supplier
   • if applicable, the specific conditions signed by the Client
   • the Purchase Order and Deliverables specifications issued by the Client;
   • the present General Conditions of Purchase

3.2 In accepting the order, the Supplier accepts irrevocably and without reservation the present General Conditions.

4. DELIVERY - RECEIPT
4.1 The Deliverables are delivered at the Supplier's cost and risk.

4.2 Delivery is made against a delivery note provided by the Supplier indicating the order number and the description of the Goods or Services.

4.3 This delivery note is opposable to the Client once signed by a person duly authorized by the Client and indication by the Client of the date and time of the delivery (on-site availability).

4.4 The delivery note is evidence only of the date of delivery of the Deliverables and does not constitute evidence of compliance which is to be confirmed by an acceptance certificate.

4.5 Even if the Deliverables have been paid for in whole by the Client, unless a specific collection procedure has been provided for on the Purchase Order, receipt is considered to be effective:
   - in the case of Deliverables subject to testing (IT services and material), one (1) month after installation and effective service, during which time the Client may test the Deliverables,
   - in the case of other types of Deliverables, after a period of ten (10) days following the date of signature by the Client of the delivery note, and
   - in any case, in the absence of non-compliance or anomaly during these periods.

4.6 In the case of non-compliance or anomaly, the Client may either refuse delivery or receive, or accept the delivery or receipt and indicate on the acceptance or receipt certificate its reservations.

4.7 Should the Client refuse delivery or receipt, the Supplier shall, at its cost, remove the said Deliverables, deliver them to the Client and, on the other hand, deliver Deliverables in compliance with the order within forty-eight (48) hours. Should the new Deliverables also fail to comply, the Client may refuse delivery or receipt and indicate on the receipt certificate its reservations.

4.8 On the other hand, should the Client accept delivery or receipt with reservations, the Client must confirm the said reservations to the Supplier by registered letter with acknowledgement of receipt within eight (8) days of the signature of the certificate. Unless a reduction in price has been agreed to, the Supplier must then raise the reservations within a period of five working days from the date indicated on the receipt note, in the absence of which the terms of the previous paragraph will apply.

4.9 The delivery of a Deliverable includes all accessories at no additional cost.

5. INSTALLATION
The installation is at the Supplier's cost and includes services from unpackaging to set-up including assistance with operational start-up.

6. TRANSFER OF LIABILITY
Risks are passed to the Client from the date and time of the delivery indicated on the delivery note by the Client.

7. FINANCIAL CONDITIONS AND BILLING
7.1 The price is a set fee, firm and non-revisable, with the exception of potential reductions for "manufacturer" prices to which the Client is entitled.

7.2 The price includes all supplies, accessories, services, warranties and assignment of rights.

7.3 Bills are addressed to the accounting department, labelled “AVANADE” and include a bank identity statement (RIB) with the first bill.

7.4 Payments are made by 60 days from the invoice date.

7.5 In addition to the usual mandatory requirements, bills include the order number, the description of the Goods or Service, the unit price, if necessary, and the project number indicated on the Client's order.

7.6 Any unpaid invoice in due time will bear interests equal to 3 times the legal interest rate until the full payment is made.

8. DURATION – SCHEDULE – PENALTIES
8.1 Timelines and due dates are mandatory.

8.2 Should the timelines and due dates not be adhered to, the Client has the right upon expiry of the due date:
   - either to deduct the penalties provided for in the Purchase Order from the total of the amounts due the Supplier for the relevant order,
   - or to invoke a resolution process (non-judicial) without prejudice.

8.3 Unless the Purchase Order provides otherwise, the amount of the penalties due by the Supplier is 2% per day after the due date without exceeding Avanade's right to invoke termination or seek resolution without prejudice.

9. COLLABORATION – GOOD FAITH – LOYALTY
9.1 The parties agree to collaborate to the greatest extent possible and in good faith to meet the order specifications.

9.2 The Supplier or any of its representatives are prohibited from proposing, instigating or procuring or attempting to propose, instigate or procure, at any time whether in person, telephone, letter, email, or after the order is accepted, and in order to obtain the order or future orders by the means of one or more orders, a direct or indirect personal advantage of any nature whatever, whether their personal enrichment or otherwise, for any member of the Client's personnel or one of his/her family members.

9.3 Should such a case arise, the Client reserves the right to:
   - immediately invoke its right to resolution (non-judicial) of the order, or to withdraw its order,