

GENERAL CONDITIONS OF PURCHASE

- 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 Purchase 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 not be 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 receipt, 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 must, at its costs, remove the said Deliverables, on the one hand, and, on the other hand, deliver Deliverables in compliance with the order within 48 hours. Should the new Deliverables also fail to comply, the Client may without prejudice and at the Supplier's charge:
 - immediately terminate its commercial and contractual relations with the Supplier,
 - and/or exercise its right to seek resolution of the order (non-judicial resolution), it being understood that the expiry of the due date constitutes prior notice,
 - or initiate legal action for compulsory execution, or by a third party, of the order at the Supplier's expense.
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 unpacking 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 amounts due the Supplier for the relevant order,
 - or to invoke a resolution process (non-judicial resolution) 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 notwithstanding Avandade'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 whatsoever before 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 whatsoever, whether for 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 resolution) of the order, or to withdraw its order,
 - and/or cease any past and future commercial relations with the relevant supplier;
 - and/or to engage in legal action.
This condition is an essential condition with regard to orders.
- 10. LIABILITY**
The Supplier has an obligation concerning its results, in particular with regard to timelines and compliance.
- 11. PROPERTY**
11.1 The transfer of property occurs upon receipt and without reservation.
11.2 With regard to software, the Client is granted a user license with no limitation in time for the entire French territory and throughout the world for internal use and also for its subsidiaries and affiliates. The software includes the capacity for modification and extension to all types of equipment.
11.3 In the case of Deliverables subject to intellectual property legislation, the Client acquires definitive and exclusive rights in their whole at the Supplier's expense. The Supplier is responsible for the formalities required to conclude this assignment.
- 12. REFERENCE**
The Supplier shall not use the Client's name as a commercial reference except upon the express and written agreement signed by a duly authorized representative of the Client.
- 13. DOCUMENTS**
All deliverables must include user and guidance documents in compliance with the regulations.
- 14. CONFIDENTIALITY**
The Client's activities, organization, the order and present contract are confidential to the Supplier and any third party acting on its behalf.
- 15. INSURANCE**
The Supplier must be insured for any financial consequences of civil or contractual liability.
- 16. RESOLUTION - TERMINATION**
In cases other than those of immediate contract resolution provided for above, should one of the parties fail in one of the present obligations and this failure remain without redress for a period of thirty (30) days from the date of delivery of a registered letter with acknowledgement of receipt notifying the failure, the other party may invoke the termination or resolution of the contract without prejudice.
Should the supplier give notice that it cannot meet the purchase order delivery date deadlines, the Client may cancel the order at no cost and by simple letter.
- 17. REGULATORY AND LEGAL DUTIES**
17.1 In its professional capacity, the Supplier must notify the Client of the existence of laws or regulations which either impose specific formalities on the Client or which must be taken into account in the choice or use of the Services or Goods, specifically in the areas of the safety of goods and persons.
17.2 The Supplier must comply with all applicable legislation.
- 18. WARRANTY**
18.1 The Supplier will take in charge and afford any increase in price between the date of the order and the date of delivery, except in the case of a new or supplementary order in writing and signed by the Client.
18.2 The Supplier guarantees the compliance of the Deliverables with the order, specifications, legislation, regulations and standards.
18.3 Notwithstanding the application of the legal warranty regarding hidden faults, the Supplier must correct any anomalies in operations and/or performance of the Deliverables for a period of one year from the date of final receipt.
18.4 The Supplier guarantees the Client against any action, complaint or opposition by any person invoking a right which was infringed by the passing and/or execution of an order.
- 19. ETHICAL AND PROFESSIONAL STANDARDS**
The Service Provider and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which the Service Provider acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other antibribery laws such as but not limited to the antibribery laws applicable in France for private companies and state-owned entities.

Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Avandade as described in the Avandade Business Code of Ethics, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Avandade Business Code of Ethics can be found at <http://www.avanade.com/about/invest.aspx>.
- 20. ASSIGNMENT - SUBCONTRACTING**
The present contract cannot be assigned or subcontracted without the Client's prior written consent.
- 21. GENERAL PROVISIONS**
21.1 Applicable legislation.
This contract is governed by French law.
21.2 Competence
IN THE EVENT OF A DISPUTE, COMPETENCE IS EXPLICITLY GRANTED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING THE PLURALITY OF THE DEFENDANTS OR A WARRANTY CLAIM, EVEN FOR URGENT PROCEEDINGS OR PROTECTIVE PROCEEDINGS, BY INJUNCTION OR BY PETITION.