



Service Coordination Achats

GENERAL TERMS OF PURCHASE

1. Application of the general terms

1.1. These general terms apply in their entirety, in the absence of any exception included in a special clause within the order. The supplier has familiarized itself with the CFL purchasing terms, that will be provided to it with the quote request.

The supplier's clauses and terms, regardless of their nature, are not applicable. By providing a quote, the supplier accepts the CFL general terms and waives the application of its own terms. The supplier's general terms do not apply to the contractual field between the supplier and the CFL, even if they had been submitted with its quote and/or the order confirmation or thereafter.

Verbal agreements are invalid unless subsequently confirmed by:

- a written document dated and signed by both parties, or
- an e-mail message or fax sent by one of the parties, confirmed thereafter by e-mail or fax from the other party.

In these general terms of purchase, the term "supplier" designates both a supplier of goods and a service provider.

1.2. These general terms of purchase shall not apply to contracts concluded prior to 16.03.2016, which continue to be subject to the general terms of purchase applicable at the time of signing, with the exception of paragraph 18. being applicable for all valid contracts.

2. Quotes

Every quote includes the implicit acceptance of all CFL clauses and terms and is binding on its author for a period of 90 calendar days, as of the deadline for submitting quotes.

During this time, the bidder can under no circumstances modify the prices and terms of its quote, nor withdraw it. If the quote is withdrawn during this time, the supplier must pay the inclusive amount of €200.00 to the CFL, for processing costs.

The CFL alone will decide on how to proceed with the received quotes. They reserve the right to assign each of the positions separately. The bidder is therefore required to indicate a price per position. It can nevertheless propose variants that link its quote with the partial or total supply of the various positions.

Until a decision is made, the CFL will retain the samples submitted with the quote. They will then be released to the bidders for collection at their sole expense, for a period of 2 months. After this time, non-collected samples become the property of the CFL, which can retain them or destroy them at the bidder's expense.

For non-Luxembourg suppliers, the quote must necessarily indicate the Merchandise Code from the combined NC8 nomenclature, as well as the country of origin of the goods and their weight.

3. Prices

The prices are considered as firm and not subject to revision. The prices are to be indicated in EUROS or in the national currency of the bidder's country. Invoicing must be carried out in the currency of the quote.

Should the bidder propose a price revision formula, it must be formally accepted by the CFL.

Unless indicated otherwise, packaging is included in the quoted prices.

The prices include all expenses for required verifications in compliance with the stipulated technical specifications. If necessary, these verifications are indicated in a written agreement.

4. Transport – Delivery slip

Shipment is made to the delivery address indicated in the order. The order can include several addresses according to the various items of the order. The supplier's delivery is accompanied by a delivery slip that must indicate the order number, symbol and/or designation of the merchandise.

5. Delivery time limit

The supplier adheres to the agreed delivery date(s) indicated in the order.

In case of delay, the supplier undertakes to inform the CFL as quickly as possible.

Without formality or prior intervention of the courts, the CFL can apply a flat-rate penalty of 0.1 percent of the total price (before VAT) per balance of the non-fulfilled item and per day of delay, with a maximum of 3 percent if the supplier does not comply with its obligation to deliver on the agreed date, if a registered letter containing a formal notice has gone unanswered for ten (10) days, without prejudice to the content of article 6 herein.

6. Termination

Without formality or prior intervention of the courts, and without any compensation being owed to the supplier, the CFL can unilaterally terminate the order as of right, without prejudice to the damages that it might be entitled to claim:

- in case of the supplier's non-compliance with any of its obligations, not remedied within ten (10) days following the mailing of a registered letter containing a formal notice;
- in case of bankruptcy, dissolution or seizure of the supplier's assets;
- in case of non-compliance with the delivery time limit of an order in progress;
- in case of assignment or subcontracting of the contract without the prior written authorisation of the CFL.

7. Transfer of risks and transfer of ownership

The risks and ownership are transferred at the time of delivery, with the signing of the delivery slip. This implies no verification or acceptance with regard to quantity or quality.

8. Liability and guarantee

The supplier is liable for any direct or indirect, material or immaterial damage or bodily harm for which the cause or one of the causes is attributable to the supply of the products and/or services, unless it can prove that this cause is due to a force majeure situation as defined by the law and case law.

The Supplier will only supply products and/or services that comply with the order in keeping with the applicable regulations, trade practices and best practices, with the state-of-the-art and with the normal requirements relative to usage, reliability and useful life in view of the normal purpose of the product or service, and without any obvious and/or hidden defect. The delivered products and provided services must meet the applicable legal and regulatory requirements in the country for which they are intended, as well as the European requirements, notably with regard to safety, the environment and labour law.

For any delivery of hazardous products, the safety data record must necessarily be provided, in compliance with the national regulations. All documents and certificates are included in the delivery and are an integral part thereof.

In the absence of more demanding provisions contained in the special terms or in the order, and without prejudice to more demanding legal provisions, the supplier guarantees the compliance of the products and services with the needs of the CFL, as well as the correct performance and operation of the products for a period of twenty-four (24) months as of the settlement of the invoice. It also guarantees that, at its expense and at the choice of the CFL, it will repair or replace all defects, shortcomings and non-compliances of the products and services that are identified during this period, and will hold the CFL harmless in the event of any resulting damage. In case of repair or replacement of an item, a new guarantee period as indicated above for the item will begin as of the commissioning of the repaired or replaced item. All expenses or costs incurred due to the implementation of these guarantees will be paid by the supplier.

In case of extreme emergency, the CFL themselves can proceed with the item's repair or replacement at the supplier's expense, without prejudice to the supplier's aforesaid obligations.

CFL, as a socially responsible company, give much importance to the following principles :

- supplier strictly abides to the Luxembourg labor and social law, namely in regard the safety, the remuneration and the working time of its personal ;
- supplier strictly abides to all its social and tax obligations relating to its personal ;
- supplier ensures that all its subcontractors or its suppliers respect these principles and obligations ;

Supplier is therefore fully informed and accepts that any breach of this provision entitles the CFL to terminate the contract without any damages or indemnity due by CFL.



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Supplier holds CFL harmless of any damages incurred by the CFL arising out or in connection with any breach of this provisions by the Supplier, its subcontractors or its suppliers including immaterial damage such as injury to reputation.

9. Shipping notification

On the shipment date, the supplier will send a shipment notification directly to the address of the CFL Service that will be receiving the delivery.

10. Invoicing

For all orders, the CFL will receive and process electronic invoices e-mailed by the Supplier. To avoid any errors occurring, once the Supplier has opted for e-invoicing he must always send his invoices this way (he cannot alternate between e-invoicing and paper-based invoicing) and no other way (he cannot send invoices both electronically and in paper form).

A single copy of the invoice is to be sent to the CFL by the Supplier with whom the CFL has concluded the contract, either by post to:

Service Finances - Comptabilité Fournisseurs

B.P. 1803

L-1018 Luxembourg

or by email to:

FLF@cfl.lu

Please note: even if an invoice is sent by email, the invoicing address stated in the invoice must be the same as if the invoice had been sent by post. All invoices, whether electronic or in paper form, must contain the purchase order number, the item number, the symbol and/or text designation of the goods. They shall list the gross and net weight, the number, the brands and the nature of the packages contained in the delivery, as well as complying with all legal provisions regarding invoicing. For non-Luxembourg suppliers, this also includes the Commodity Code as set out in the combined nomenclature (NC8 and the country of origin of the goods).

Any invoice, whether electronic or in paper form, not conforming to the provisions of this article and the legal provisions will be rejected and sent back for correction to the postal/email address of the sender.

All electronic invoices must be in A4 format and in PDF, and must match the copies stored in the Supplier's host file (i.e. they must not be a scan of a paper invoice). They must be sent as an email attachment. Each PDF attachment may only contain one invoice, and the total size of the email must not exceed 15 MB.

The payment period runs from the working day following the date of receipt of a compliant invoice within the meaning of this article at one of the above-mentioned addresses.

As far as e-invoices are concerned, the Supplier shall archive all emails sent to the CFL concerning invoicing in chronological order (in a "Register"). In this Register, all emails are to be securely and reliably stored for at least the statutory retention period for invoices, with their authenticity, integrity and readability being guaranteed. Where necessary, the Supplier undertakes, at the request of the CFL, to send all or part of the invoices previously sent electronically in paper form to the CFL as quickly as possible.

The Supplier undertakes to implement and maintain adequate security procedures and measures to protect the electronic invoices, especially against viruses or malware. At the request of the CFL, the Supplier shall provide proof of the security systems implemented.

11. Payment provisions

Unless agreed otherwise in writing, invoices are payable within 30 days of the date the compliant invoice is received (in the case of e-invoices, the working day following the date of receipt) by CFL, in accordance with the provisions of Article 4.3 of the amended Law of 18 April 2004 on payment periods and interest on late payments.

Prior to any (advance) payment, the Supplier shall send the CFL a first demand bank guarantee corresponding to the amount of the to be paid.

First demand bank guarantees must be issued by a first-rate financial institution domiciled in the European Union and must comply with CFL requirements for issuing bank guarantees.

12. Industrial and intellectual property

The delivery of the supply and performance of the services include all industrial and intellectual property rights.

The CFL will have an unrestricted usage right, at no cost, to all industrial and intellectual property rights applicable to the products and services.

The supplier guarantees the CFL against any third party actions resulting from violations of the intellectual property rights applicable to the delivered products and services. Relative to the CFL, it will be liable for all resulting damage, including legal assistance costs. Moreover, at its expense, the supplier undertakes to adapt the delivered products and services that are violating a third party's property rights, or to replace them with similar or equivalent products and services. Should this not be possible, the CFL can terminate the order, without prejudice to the damages and interest that they might be entitled to claim.

13. Subcontracting – Assignment

The supplier assumes sole liability for the correct fulfilment of the orders. The supplier requires the prior written approval of the CFL in order to entrust the fulfilment of all or part of the order to third parties. A supplier calling on subcontractors does so under its sole liability. Subcontracting in no way releases it from compliance with its obligations, that will also be fulfilled by its subcontractors.

The contract's assignment without the prior written approval of the CFL is prohibited.

14. Force Majeure

The cases of force majeure consist of events that could not reasonably be anticipated or resisted, thereby preventing the supplier from fulfilling its obligations. In case of force majeure, the supplier's obligations will initially be suspended. The supplier must report the force majeure situation to the CFL without delay. If the force majeure persists for more than fifteen (15) days, without possible resolution, the CFL can terminate the order without formality or prior intervention of the courts, without damages and interest being owed to the supplier.

15. Severability clause

The nullity of a clause does not result in the nullity of these general terms, and the parties will strive to replace it with a valid clause that has an equivalent economic effect.

16. Mediation

Disputes relating to the validity, interpretation, performance or termination of this contract can be submitted for mediation in compliance with the mediation regulations of the Luxembourg CMCC (Civil and Commercial Mediation Centre), to which the parties declare that they have adhered, in this case by means of signing the mediation agreement indicated in Article 1251-9 of the New Code of Civil Procedure.

According to Article 1251-9 of the New Code of Civil Procedure, the signing of the mediation agreement suspends the limitation period for the duration of the mediation.

The obligation to resolve disputes via mediation as included in this contract is considered to have been met and the mediation is considered to have been concluded according to Article 1251-5 sub-section 2 sentence 3 of the New Code of Civil Procedure if, at the end of the first session before the mediator, one or more parties decide/s not to continue with the dispute resolution via mediation.

The address of the CMCC is: Centre de Médiation Civile et Commerciale, p.a. Cité Judiciaire, bâtiment TL, bureau TL0.09c, L-2080 Luxembourg

Tel.: +352 27 85 42-1 info@cmcc.lu

www.centre-mediation.lu

17. Applicable law and competent jurisdiction

The order and the contract are governed by Luxembourg law. In case of dispute that the parties have been unable to resolve through mediation, or if they have waived this mediation, exclusive jurisdiction is assigned to the courts of the judicial district of Luxembourg-City.

18. Personal data

In the context of the execution of these General Terms of Purchase, the supplier undertakes to comply with the provisions of Regulation (EU) 2016/679 of 27.04.2016.

If the supplier processes personal data on behalf of the CFL in connection with the performance of the contract, the supplier undertakes to conclude in advance with the CFL a data processing contract within the meaning of the above mentioned Regulation.