

## GENERAL CONDITIONS OF PURCHASE APPLICABLE TO SUPPLIES AND SERVICES PERTAINING TO PURCHASES COMMITTED TO PURSUIT OF RESEARCH ACTIVITIES

### **PREAMBLE:**

The general conditions of purchase define the framework of the contractual relations between INRIA and the contractor of the order form, placed according to an adapted procedure, pursuant to Article 28 of the Government Procurement Code (French CMP).

Acceptance of this order form automatically implies acceptance of these general conditions of purchase (French CGA). The contractor's general provisions of sale shall not take precedence over these CGA. Any provisions in the contractor's documents (general conditions of sale or correspondence) which are contrary to the clauses of these CGA shall be deemed as not written, except for the contractor's general conditions of sale which are more favorable to INRIA.

By accepting this purchase order, the beneficiary declares on their honour to respect the provisions of article 8 of the ordinance n° 2005-649 dated 6 June 2005 relating to procurements awarded by some public or private entities which are not subject to the French Public procurement code and to produce the documents listed in article 18 of decree n° 2005-1742 dated 30 December 2005 as modified.

### **Article 1 – Subject, content, technical specifications and order lead times**

The subject of the order, its content, its technical specifications and the special terms of execution are defined in the order form and its appendices. The products shall be delivered and the services provided at the address indicated on the order form. They shall conform to those defined contractually.

The products shall be delivered and the services provided within the deadlines defined contractually in the order form or appended documents. This lead time shall start on the date of receipt of the order form. If the contractor is unable to meet the conditions indicated, he shall immediately advise INRIA thereof in writing (facsimile, electronic mail, etc). Failing such advice, these conditions shall be deemed to be accepted. If the lead times are not met, INRIA reserves the right to terminate the order without prior notice or compensation and/or to apply, after formal notice has remained without effect, a lump-sum penalty equal to 10% of the price of the products not delivered or the service not provided.

The contractor is bound by an obligation of means regarding delivery of the products and provision of the services. He is liable for the risks related to the transport of the products covered by this order form. He undertakes to comply with the standards governing his profession.

### **Article 2 – Checking operations**

The products delivered and the services rendered shall be examined quantitatively and qualitatively by INRIA. The checking operations shall be carried out within two working days of the date of delivery of the supplies or provision of the services. Following the checks, INRIA may accept with or without rebate, defer or refuse the products delivered and services provided. In the event of substantiated refusal of the order, INRIA reserves the right, after having invited the contractor to make his comments, to terminate this order form. The absence of comment by INRIA during this period shall imply acceptance of the supplies and services.

### **Article 3 – Terms of payment**

The method of payment is administrative transfer. Subject to correct completion of the works, the overall payment deadline is thirty (30) days of receipt of invoice. This deadline may be suspended in the cases set out in French Decree 2002-232 of 21 February 2002. In the absence of concessions, payment shall be made in arrears according to the rules of public accounting. The invoice, made out in one original, shall clearly indicate, in addition to the mandatory legal information (including, in particular, the contractor's style or corporate name, trade registration number(s), the company's legal form and corporate capital, intracommunity VAT number, etc), the costs of packing/shipment and the number of the order form. If the invoice is handwritten, it shall be written out in full and signed by the supplier. It shall be sent to the invoicing address indicated on the order form. The person authorized to issue payment orders is the Chairman of INRIA. The accountant authorized to make payments is the INRIA accounts officer. The person authorized to give the information stipulated by the regulations on pledging is the Chairman of INRIA.

### **Article 4 – Advance**

An advance will be paid to the contractor pursuant to article 47-1 of decree n° 2005-1742 dated 30 December 2005 as modified, unless he / she has already indicated his/her willingness not to benefit from this option.

### **Article 5 – Subcontracting**

Subcontracting is governed by law No. 75-1334 dated 31 December 1975. Subcontracting is forbidden in the frame of purchase of supplies. The beneficiary of a service-related contract can partially subcontract part of his/her contract, on the condition that INRIA has accepted each subcontractor and has approved the payment conditions. INRIA acceptance gives the subcontractor the right to receive direct payment for each claim greater or equal to 600 € before tax, within the limits of the amount payable under the contract or the subcontracted amount.

### **Article 6 – Guarantees**

**Contractual guarantee** – Unless otherwise indicated on the order form or unless the contractor's conditions are more favorable, the contractor shall guarantee the proper state of repair of consumables and supplies covered by this order form, for three months, from the date of their acceptance. Under the same conditions as already specified, the contractor shall guarantee the proper state of repair of the equipment for twelve months from the date of its acceptance. This guarantee shall not apply in the event of abnormal use of the item or repair work by a person who is not a member of the supplier's after-sales service department. As the case may be, the contractor undertakes to step in and replace promptly consumables, supplies and equipment that are in a state of bad repair. These interventions and replacement are to be free of charges of any kind for INRIA.

**Legal guarantees** – The legal guarantees as defined in Articles L.1641 et seq of the Civil Code (hidden defects), L.1386-1 et seq of the Civil Code (faulty products) and L.221-1 et seq of the Consumer Code (safety obligation) apply to the products and services of this order form.

### **Article 7 – Special provisions**

The contractor shall take the necessary steps to protect the property and equipment in the place of his work. He shall be liable for any deterioration caused in the framework of his assignment. The contractor shall comply with the conditions of access to the premises and undertakes to observe the safety rules. He is bound by obligations of discretion and confidentiality concerning any information brought to his knowledge.

### **Article 8 – Insurance**

The contractor must have taken out an insurance policy, valid for the entire period of execution of the order. The contractor's insurance shall cover the contractor's civil, operating and professional liability, including civil liability after works or delivery, covering any tangible and intangible damage and bodily injury that may be caused to INRIA and to third parties, by any event occurring in the framework of the execution of the order, and in particular by the action of the contractor's personnel, collaborators or products, so that, whenever the contractor's liability is incurred, INRIA shall receive financial compensation.

### **Article 9 – Disputes**

The applicable law is French law. Any disputes shall be referred to the French administrative court having territorial jurisdiction.

### **Article 10 – Provisions applicable to foreign suppliers**

The correspondence relating to this order form shall be written in French. For equipment of foreign origin for which duty relief has been requested, customs clearance shall only take place after notification of the decision on duty-free entry.

### **Article 11 – References and correspondence**

The references on the order form must be shown on the invoices, delivery notes, parcels, and any other correspondence. Correspondence shall be addressed to the invoicing department indicated on the order form.