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GENERAL TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Purchase apply to all purchase orders issued by BSE through its Purchasing Department to its suppliers.

The acceptance or execution of an Order from our Company implies the Supplier's unconditional acceptance of the following provisions :

- Those contained in the Agreement under which the Purchase Order is issued ;
- Those appearing in the Purchase Order (or in the appendix to the Purchase Order) ; and
- The General Terms and Conditions of Purchase below.

In the event of contradiction or incompatibility between the various applicable terms and conditions, the provisions of the Agreement shall prevail over those of the Purchase Order, which shall prevail over these General Terms and Conditions of Purchase.

No other terms and conditions shall be deemed agreed between the Supplier and our Company, unless such terms and conditions are the subject of a written amendment referring to the Order in question, signed by both parties.

The Supplier's general terms and conditions are excluded, as are any agreed terms and conditions that may be indicated on any document issued by the Supplier.

2. PURCHASE AGREEMENT

Unless otherwise agreed in writing, the purchase agreement shall be formalized by BSE's order or delivery instruction ("Order"). Only the Purchasing Department is authorized to issue the Order and contractually commit BSE.

The Supplier must acknowledge receipt and acceptance of the Order by returning an order acknowledgment ("AR") by mail or email. If the AR is not received within 8 days from the dispatch of the Order, BSE may consider that the Order has been accepted at the Price and delivery time conditions specified in the order. Any modification requested by the Supplier shall constitute a novation. If BSE accepts the modification, BSE will send its agreement to the Supplier by email or issue a new Order at the Supplier's request, which must be subject to a new AR. The purchase agreement shall only be deemed concluded upon BSE's receipt of the acknowledgment of receipt. The Supplier may not claim any other terms.

3. CONTRACT PERFORMANCE

The Supplier undertakes to strictly comply with the general and specific terms and conditions of the agreement, and more specifically:

3.1 Delivery.

Unless otherwise specified in the order, supplies shall be delivered to the delivery location specified in the order, carriage and packaging paid and all duties and taxes paid (DDP Incoterms 2022). Each delivery must be accompanied by a delivery note on the Supplier's letterhead, dated, bearing the Order reference, and indicating the BSE references of the products delivered. Products shall be packaged according to the Order specifications, or the specifications defined between BSE and the Supplier, if applicable, or failing that, according to industry standards.

3.2 Quantity. Quantities delivered must conform to those shown on the Order. Partial deliveries shall only be accepted with BSE's prior agreement.

3.3 Lead Time. The Supplier undertakes to strictly comply with the contractual dates for delivery of goods or performance of services. Compliance with this delivery date is an essential condition of the Order. The Supplier undertakes to inform BSE of any event likely to affect delivery times and to take all necessary measures to prevent and limit such delay.

In the event of delayed delivery of all or part of the supplies, BSE reserves the right, after a grace period of eight calendar days, to take the following measures:

- Apply late delivery penalties to the Supplier at 0.5% (zero point five percent) of the amount of the delivery in question per day of delay.

These penalties are not discharge penalties and do not constitute a lump-sum compensation for the damage suffered by BSE. The application of penalties is independent of other sanctions to which the default could give rise.

- If the delay exceeds 1 month, BSE reserves the right to terminate all or part of the order due to Supplier default, it being understood that such termination shall be without prejudice to damages that BSE may claim in this regard.

No early delivery will be accepted without BSE's prior agreement.

3.4 Quality. The quality of materials, components or products used and their implementation must conform to the Order specifications or technical specifications. In the case of products specifically developed for BSE, it shall be the Supplier's responsibility to obtain from BSE all necessary information on product usage constraints to implement the tools and control procedures that will ensure goods conforming to the technical specifications expected by BSE.





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When non-conformities are detected by BSE, they are reported to suppliers, along with the treatment applied to them (return, repairs, waivers, etc.). The Supplier must confirm within 48 hours its acceptance of the treatment and any quality-related costs. If the Supplier does not respond within the specified time, the goods will be returned freight collect and associated costs will be invoiced.

If BSE issues a non-conformity report, the Supplier undertakes to provide, within 10 (ten) days, an action plan including an analysis. The format for analysis and response to a complaint may be in the format required by BSE, or BSE's customer, such as 8D, A3 or other, to address recurring causes and implement curative, corrective and preventive actions.

The opening of a proven non-conformity attributable to the Supplier will automatically result in a flat-rate charge of €50 excluding VAT. Depending on the impact, other costs may be invoiced: sorting costs or sorting supervision by the Supplier + line stoppage costs and/or production disruption + time to make conforming products available for production (same as late delivery penalties in § 3.3) + other rework or non-quality treatment costs at our customers' premises up to end customers.

3.5 Price. Only the prices stipulated on the Order and validated by AR shall be retained for invoicing.

3.6 Invoicing and Payment Terms. The Supplier shall issue one invoice per purchase order, which must include our order number as well as the dates and references of delivery notes.

Unless otherwise stated on the purchase order, our payment terms are as follows:

45 days end of month from invoice date

3.7 Subcontractors. The Supplier makes it its exclusive business to have these General Terms and Conditions of Purchase accepted or complied with by any subcontractor or processor it may engage to fulfill all, or part of the services covered by the Order. The Supplier shall indemnify BSE for any consequences of actions taken by said subcontractors or processors on the basis of general terms and conditions they may assert against BSE that would contradict these terms.

4. TRANSFER OF OWNERSHIP AND RISK

In the case of non-fungible goods, ownership is transferred from the start of manufacturing (subject to acceptance upon delivery), but risks are only transferred upon delivery. The Supplier shall clearly identify the goods as BSE property on its premises.

5. RECEIPT

Final receipt shall occur after acceptance of delivery by BSE's "incoming inspection" department, regardless of the agreed location for delivery of goods or performance of services. Any rejected goods shall be returned to the

Supplier at its expense and, at BSE's request, shall give rise to a credit note, exchange or conformity correction. A new supplementary delivery may be ordered by the purchasing department and shall then be considered as a separate delivery. Acceptance of delivery does not release the Supplier from its warranty obligations (Article 6). Goods must be delivered packaged and wrapped so that they do not suffer any deterioration, corrosion or alteration of any kind during transport and handling.

6. WARRANTY

The Supplier is required to ensure delivery of goods or services conforming to contractual specifications. It warrants the supply subject to the agreement for two years from acceptance by BSE, unless the damage or failure results from non-conforming use of the supply. The warranty may be greater than two years if specified in the Order. Beyond the contractual warranty period, the Supplier shall remain bound by its legal obligation to warrant against latent defects.

In addition to replacing defective supplies, the Supplier shall bear the direct or indirect financial and commercial impacts resulting from non-conformity of the supply. Depending on the risks it declares to insure, the Supplier shall decide whether or not to insure the liabilities placed on it by this Article 6.

7. DOCUMENTATION, TOOLING, MOLDS AND PATENTS

Plans or technical documents entrusted to the Supplier remain the exclusive property of BSE. Tooling and molds owned by BSE must be identified by the BSE logo and product reference. They shall be left for the entire duration of contract performance in the custody of the Supplier, who shall assume responsibility for their use, maintenance and preservation against all damage in accordance with best practices. They shall be returned upon BSE's first written request, without need for any notice, in the event of termination of contractual relations.

Unless otherwise agreed, all royalty rights for patents, trademarks, know-how, licenses or license concessions that may be claimed due to materials, equipment, processes or tools used for contract performance by the Supplier are implicitly included in the supply prices. The Supplier undertakes to guarantee BSE against the consequences of any possible legal action initiated against it by a third party for violation of intellectual property rights.

8. CONFIDENTIALITY

The Supplier undertakes to ensure the confidentiality of information exchanged under the agreement. In particular, it is prohibited from transmitting to third parties, by any means whatsoever, the elements of the order, as well as all technical or commercial documents or information that have been provided to it for contract performance, or of which it may become aware in this context.





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9. QUALITY – ENVIRONMENT

Requirements to be covered by distribution chain companies and to be cascaded to suppliers who design and/or manufacture the product:

- Supplies used in product composition, including software: The Supplier must be ISO 9001 certified. It must also be certified or demonstrate a sector-specific approach corresponding to the destination market (EN 9100 for aerospace and defense, ISO 13485 for health and medical, IATF 16949 for automotive, IRIS for railway, etc.). Failing that, it must provide proof of an organization meeting the same requirements as the standard sector.
- Purchased products not used in delivered product composition: ISO 9001 certification is strongly encouraged.
- Environment: ISO 14001 and/or ISO 50001 certification are encouraged.
- Security : ISO 45001 certification is encouraged.

CSR (Corporate Social Responsibility): Engagement in an approach such as ISO 26000 and/or Ecovadis are encouraged.

The Supplier's Quality, Safety, Environment system must be documented.

Production equipment, tooling, and programs must be validated before use, maintained and periodically inspected according to written procedures.

Metrology equipment must be calibrated or verified against international or national measurement standards.

Product inspection must be formalized through inspection plans.

The Supplier must measure its OTD and non-conformity performance and transmit it, at least annually, to BSE.

The Supplier undertakes that the products (substances, mixtures or articles) supplied or used under the order comply with the provisions of REACH, RoHS, and DRC Conflict Free regulations.

The Supplier must accept audit or site visit requests from BSE or a BSE representative, following, for example, a need for sector qualification, verification of corrective action implementation (and results), preventive quality actions, etc.

An improvement plan is expected if the Supplier's annual rating, according to QCDS (Quality, Cost, Delivery and Service) performance criteria defined by BSE, is not at the expected level.

10. LABOR LAW COMPLIANCE

Under all circumstances, the Supplier is prohibited from offering products for sale that could have been manufactured by minor children, or in contravention of the prohibition of illegal work or international labor standards defined by the International Labor Organization.

The Supplier certifies on its honor that it has not engaged in offenses of concealed work, labor brokering, illegal provision of labor, employment of a foreign national without a work permit, human trafficking or foreign labor trafficking.

11. PENALTY CLAUSE – TERMINATION

In the event of non-performance of the agreement by the Supplier, BSE may terminate it with immediate effect, by registered letter with acknowledgment of receipt.

In the event of non-performance of its obligations by BSE, the Supplier may terminate the agreement with immediate effect by registered letter only if BSE has not remedied the situation within thirty days of receipt of a formal notice specifying the alleged default.

12. JURISDICTION

All disputes or claims related to the agreement between BSE and the Supplier shall be submitted to the exclusive jurisdiction of the Commercial Court of Chalon-sur-Saône, even in the case of multiple defendants.

