

TERMS AND CONDITIONS OF PURCHASE

1. Terms and Conditions: The SUPPLIER shall perform the services, production and deliveries for the benefit of the Observatory of Paris in accordance with the special terms and conditions and their possible technical annexes, and with these general terms and conditions, which the SUPPLIER accepts without reservation. These conditions shall prevail over any other prior oral or written agreement. Any other terms or conditions put forward by the SUPPLIER shall be deemed inapplicable to this contract.

2. Prices and terms of payment: All prices quoted are exclusive of all taxes and applicable taxes must be specified by the SUPPLIER. Unless otherwise specified in the special terms and conditions, the invoices are payable within 30 days from the date of the event giving rise to payment. In the event of non-payment of an invoice due, the SUPPLIER may suspend the service covered by this contract until payment of the said invoice and may apply interest on the amount of the invoice not paid within the agreed time in accordance with the applicable Law.

3. Warranty - Liability: The SUPPLIER will make all reasonable efforts to carry out its services to the best of its ability on the basis of the information provided by the Observatory, but it does not promise any particular result that may be obtained by the Observatory of Paris as a result of this contract. Accordingly, the SUPPLIER does not offer any guarantee of any kind, other than the proper delivery of the services or materials ordered, that the results will be suitable for a particular use or that the use of the services or materials delivered will not infringe patents, trademarks or other property rights. The SUPPLIER shall not be held liable for any poor performance of the services or materials delivered that is beyond its control or that may result from their use by the Paris Observatory. In all cases, the SUPPLIER's liability shall be limited to the amount invoiced under the terms of this contract. These provisions do not limit or exclude any other legal liability of the SUPPLIER.

4. Confidentiality: If a Party to this Agreement discloses Confidential Information, the other Party shall treat it as confidential for 5 years from the date of disclosure. Information may be considered confidential if it is marked as Confidential Information or stipulated in writing as such at the time of disclosure. Any confidentiality agreement entered into prior to the present contract is cancelled and replaced by the present terms in all matters relating to the services or materials that are the subject of the present contract. Any information required for the proper use by the Observatory of Paris of the services or materials supplied by the SUPPLIER must be communicated to it, if necessary as Confidential Information under these terms. Confidentiality obligations do not apply in the following cases: (i) if the Party receiving the Confidential Information was already in possession of the Confidential Information before it was stipulated as such under these terms, (ii) if the Confidential Information is or becomes publicly available without breach of this Agreement, (iii) if the Confidential Information was received from a third party who had a right to disclose it, (iv) if the Party which disclosed the Confidential Information gives the other Party a written right to publish or use it, or (v) if the Party receiving the Confidential Information is conducting developments independently of any disclosure under these terms.

5. Deliverables and Intellectual Property: The holder of the contract grants exclusively to the contracting authority the right to use or make use of the deliverables, as they are or as modified, on a permanent or temporary basis, in whole or in part, by any means and in any form. This concession of rights shall cover the results from the time of their delivery and subject to the resolutive condition of reception of the services. The price of this concession is a lump sum included in the amount of the contract.



6. Termination: This contract shall take effect on the date of its notification by the Observatory of Paris to the SUPPLIER. It shall terminate on the latest of the following dates: dates of deliveries, effective dates of the conformity reports of the services or equipment to be delivered or their due dates in the absence of delivery of these reports before these dates, dates of due payments. A Party may terminate this contract without any obligation on the part of the other Party, by notifying the latter in writing of its decision, in the following cases: (i) if the latter fails to perform its obligations under this contract, (ii) in the event of bankruptcy, liquidation, cessation of payment or any other insolvency of the latter. Each Party shall be responsible for respecting the agreed deadlines, except in cases of unforeseen circumstances. The provisions of this agreement which shall remain in force beyond its termination, due to provisions in this sense or of the Law, shall remain in force and effect after such termination.

7. Notices, Other, Applicable law:

7.1 All notifications must be made to the postal addresses indicated in the special conditions by registered letter with acknowledgement of receipt, except for the notification of the present contract following its signature, which may be made by electronic mail and confirmation of good receipt. Any claim made by the Observatory of Paris to the SUPPLIER in respect of the services or materials delivered shall be made before the date of the conformity report, otherwise the corresponding delivery shall be deemed to be in conformity. 7.2 No modification of this contract can be made without the signing of a new written agreement between the Parties. 7.3 No failure or delay on the part of either of the Parties to exercise its rights may be invoked by the other Party to derogate from its obligations. 7.4 Neither this contract nor any action taken by one of the Parties under the contract may be invoked by the other Party to enforce any partnership between them. Neither of the Parties may use the other Party's name or logo for any purpose whatsoever without the written consent of that Party. 7.5 This Agreement may not be transferred by either of the Parties to a third party without the written consent of the other Party, any action to that end being considered null and void. If all or part of this agreement is considered inapplicable by the competent legislation, it shall be cancelled while all other provisions shall remain in full force and effect. This contract shall be governed by and interpreted in accordance with the French law.

8. Law and Language: In case of dispute, the Observatory of Paris preserves the right to propose an amicable settlement. Otherwise, only the Administrative Court of Paris is competent in the matter. With the exception of technical documentation which may be written in English, the language of reference for all other documents, entries on material, communications, requests for payment or instructions for use is the French language. If another language is used, a translation into French must be attached.

- End of General Terms and Conditions of Purchase -

Je soussignée, Traductrice - Interprète Experte près la Cour
d'Appel de Versailles, certifie que la traduction qui précède
est conforme à l'original libellé en langue roumain
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