

CP Bourg Vendor platform terms and conditions for US

English version (Only)

Scope: Unless stated otherwise and duly countersigned by C.P. Bourg's authorised representative, the terms and conditions listed below shall apply to all Purchase

Orders placed by C.P. Bourg. By its registration on the Platform and/or submitting its Goods on the Platform, the Supplier expressly agrees to the present terms and conditions, which derogate from any clause or provision stipulated by the Supplier, prior to or after the issuance date of these terms and conditions, which would, in any way whatsoever, modify the mutual liabilities defined in these terms and conditions to the benefit of the Supplier. The Supplier waives any rights that it might otherwise have to rely on its own terms and conditions.

Definitions

- "Purchase Order": means the order placed by C.P. Bourg for the purchase of the "Goods"
- "Goods": means the items to be supplied pursuant to the "Purchase Order"
- "Platform": means C.P. Bourg's online purchase platform (<https://www.cpbourg.com/be/en/vendor>)
- "Supplier": means the person, firm or company to whom the "Purchase Order" is addressed and which is to provide the "Goods"
- "C.P. Bourg": means C.P. BOURG Inc., a corporation with its principal offices at 50 Samuel Barnet Boulevard, New Bedford, MA 02745, USA

1. Acknowledgement of receipt

The Supplier shall acknowledge receipt by filling in the online acknowledgment form provided on the Purchase Order, within five (5) calendar days of receipt of the Purchase Order.

2. Packaging

The packaging must be identified with C.P. Bourg's Purchase Order number and must indicate the gross weight, the tare, the net weight and/or the quantity as well as all markings required by Belgian and European regulations. C.P. Bourg reserves the right to return any Goods that arrive without a delivery note, at the Supplier's expense and risk, and in any case to have him bear any charge and expense due to the lack of information upon arrival of the consignments. No packaging cost will be chargeable to C.P. Bourg. Any damage caused to the Goods, due to lack of suitable protection, shall be indemnified by the Supplier. C.P. Bourg may require special packaging and specific documents.

3. Delivery and Shipment

3.1. The Goods shall be delivered in conformity with the Incoterms 2020 – ICC official rules for the interpretation of trade terms : DDP C.P. Bourg's designated shipping location. The delivery date specified by C.P. Bourg in the Purchase Order is binding. The delivery date is understood to be the date on which the Goods are delivered to the delivery address set out on the Purchase Order. Delivery shall take place during C.P. Bourg's usual office hours (i.e. from Monday through Friday from 8 am to 4 pm). In case of delay, C.P. Bourg is entitled to cancel the Purchase Order, by mail or email and without prior formal notice and shall be entitled, without prior notice, to agreed damages of 10 % of the purchase price, without prejudice to its right to claim an additional compensation if it proves that it has suffered a higher damage.

3.2. The Goods shall be accompanied by a numbered delivery note from the Supplier, quoting CP Bourg's Purchase Order number, the item number, the description of the Goods and the quantity. The package shall clearly bear the related delivery note number. The invoice, identifying both the Purchase Order number and the delivery note number, shall be mailed in duplicate to C.P. Bourg's designated location.

4. Quality and Warranty

4.1. The Supplier guarantees that the supplied Goods are free from all visible and hidden defects, that they are in conformity with the specifications of the Purchase

Order, with the highest state of technology, with all statutory and administrative provisions, and that they meet the highest quality requirements to ensure reliability and long life. The acceptance of the delivered Goods shall only take place after full inspection by C.P. Bourg which reserves the right to execute quality controls within a reasonable period of time following the delivery. The mere fact of taking delivery by the reception service cannot be regarded as acceptance. If the delivered Goods do not comply with the specifications, C.P. Bourg may return them at the Supplier's expense and risk and shall be entitled to either cancel the Purchase Order, or ask that the Goods be replaced as soon as possible at the Supplier's sole cost and risk.

4.2. The settlement of the invoices does not imply the acceptance of the quality of the delivered Goods nor an abandonment of the right of inspection or any other recourse.

4.3. The Supplier's acceptance of C.P. Bourg's Purchase Order implies that the Supplier agrees to guarantee (i) the Goods delivered for a period of two (2) years and (ii) to be able to deliver a reasonable amount of the same Goods for the next year. C.P. Bourg may return any defective Goods under warranty for full credit or replacement Goods at Supplier's sole cost and risk.

5. Purchase Order

C.P. Bourg may revise or cancel any Purchase Order prior to delivery, without compensation to Supplier, at C.P. Bourg's sole discretion, by mail or email. Revision may include but not limited to changes in order quantity, shipping date, Goods, shipping location.

6. CE Marking and additional certifications

The Supplier commits himself, under the threat of the Purchase Order being declared void, to deliver, if necessary, all Goods with a certificate stating their compliance with the applicable laws. In addition, all Goods delivered shall bear the required "CE" label. C.P. Bourg may request additional certifications.

7. Precautionary Measures

Any delivery of hazardous matters and deliveries of a particularly risky nature shall be carried out in compliance with the legal, regulatory and administrative provisions with regard to the classification, packaging, storage, handling and transport.

8. Country of origin

The Supplier shall, on all documents accompanying the Goods (invoice, shipment note, delivery note, etc.), specify the country of origin of the delivered Goods. Any damages and costs resulting from a complaint following an erroneous or incorrect specification of the country of origin will be chargeable to the Supplier.

9. Material and patterns belonging to C.P. Bourg

9.1. All components and items as well as all patterns, moulds, templates, etc. belonging to C.P. Bourg and made available to the Supplier, by C.P. Bourg or its duly authorised representatives, to execute the Purchase Order, will be labelled by the Supplier, as belonging to C.P. Bourg and will only be used for the stated purposes; if necessary, they shall be repaired or replaced by the Supplier.

9.2. In the event of termination, or in that of expiration of the Purchase Order, the Supplier shall return to C.P. Bourg within 24 hours all documentation, regardless of its form, related to the Goods and to all articles or items that might have been made available to the Supplier by C.P. Bourg for the purpose of executing the Purchase Order.

10. Confidential information

The Supplier shall keep confidential and refrain from communicating to any person other than its employees and/or its authorized subcontractors any and all information of C.P. Bourg (or its affiliated companies or customers) which are not accessible to the public (i.e. technical, commercial, financial, organizational, ...). Any disclosure of C.P. Bourg's information by Supplier shall be strictly limited to those who need to know such information in order to perform the Purchase Order. The Supplier commits, in any case, not to use such information, except for the execution of the Purchase Orders. Upon demand, the Supplier undertakes to promptly return to C.P. Bourg all information and materials belonging to C.P. Bourg (or its affiliated companies or customers) (including, but not limited to : drawings, plans, descriptions, documents, emails, items or other documentation material, as well as all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Supplier that contain, are based on, or otherwise reflect or are derived from, in whole

or in part, any of the foregoing) . Supplier shall be held jointly liable of any breach of the present article by its employees and/or subcontractors. The present confidentiality obligations shall end twenty (20) years after the end of all relationship between the parties.

11. Payment terms

The payment terms specified by C.P. Bourg in the Purchase Order is binding upon the date of receipt of the invoice.

The Supplier's invoice shall bear the Purchase Order number, CP Bourg's item number. The non-observance of these instructions will automatically delay the settlement of relevant invoices.

12. Subcontracting and transfer

The Supplier shall not, without CP Bourg's prior written consent, transfer due debts or subcontract Purchase Orders or any right or liability resulting thereof.

13. Publicity

The Supplier shall not exploit publicity in any form in connection with Purchase Orders without C.P. Bourg's prior written consent.

14. Modifications of the specifications

The Supplier may not alter the specifications defined on the Purchase Order without CP Bourg's prior written consent.

15. Patents

Any infringement of patents, drawings or industrial models related to the Goods supplied or to the execution of the Purchase Order, in which C.P Bourg or any of its subsidiaries or respective customers would be involved, will be settled by the Supplier at his sole expense.

16. Modification of Goods

The Supplier commits himself to inform C.P. Bourg in writing about any modification related to the Goods available on/via the Platform (withdrawal, modification of the design, colour, layout, etc.) at least one (1) year before these modifications will be carried out. If not, all expenses related to these modifications possibly incurred by C.P. Bourg will be chargeable to the Supplier.

17. Applicable law and jurisdiction

This Purchase Order shall be governed by and construed exclusively in accordance with US Law. Any conflict shall be submitted to the jurisdiction of the Court of Massachusetts, United States of America.

18. Price change and protection

The Supplier will provide C.P. Bourg with a minimum of ninety (90) days advance written notice of any price increases on the Goods available on/via the Platform, after which the new resale prices will be effective and unchanged for one (1) year. All purchase orders placed prior to the effective date of a price increase will not be subject to increase. If Supplier unilaterally decreases list pricing, then C.P. Bourg shall automatically apply the decreased pricing. If Supplier offers lower prices to its customers in the same or similar channels, with same or similar volume levels. C.P. Bourg shall benefit from the decreased price.

19. Discontinuation and obsolescence

Supplier will give C.P. Bourg one (1) year advance written notice before Supplier discontinues any Goods.

20. Account Registration and Use of the Platform

20.1. Usage of the Platform by Supplier requires completion of a registration process, with the creation of an account, including a username & password. It is the Supplier's responsibility to ensure that the information provided is accurate and not misleading. By using the Platform, Supplier explicitly agrees to abide by the terms of use of C.P. Bourg website (<https://www.cpbourg.com/be/en/vendor>) as well as never use the names and/or information of another person nor publish or use vulgar, obscene or in any other way inappropriate texts, pictures,

20.2. Supplier expressly agrees that it is not C.P. Bourg's duty to verify that the Suppliers' employee/representative which is using Supplier's account on the Platform has the authority to make decisions on behalf of the Supplier, including to confirm Purchase Orders and accept the present Terms of Purchase on its behalf. Supplier shall, therefore, be solely responsible for all activities that occur under its username and password and CP Bourg shall always assume that any communication received under Supplier's account has been made by an authorized employee/representative of Supplier.

20.3. Supplier is solely responsible for its customer account and any actions taken within it. If Supplier becomes aware or suspect that any of its customer account, username and/or password or other confidential details have become known to a third party, please inform us immediately.

21. Privacy

Supplier expressly recognizes that it has read and understood C.P. Bourg' Privacy Policy (Privacy policy - C.P. Bourg (cpbourg.com)) and that it accepts its terms. Personal information (as defined by the relevant GDPR regulations) submitted by Supplier and/or its employees/representatives are subject to our Privacy Policy.

22. Abuses and unacceptable activities

C.P. Bourg reserves the right to sanction any and all abuses (including but not limited to unjustified pricing increases, data pollution, virus/malware/spyware, impersonation, etc.) which may take place on the Platform, As such, C.P. Bourg is entitled to cancel or suppress any account related to the abuse and to claim compensation for all damages incurred.

23. Cancellation and termination

Supplier can cancel and terminate its account(s) by sending an email to cti@cpbourg.com

CP Bourg reserves the right to terminate any account (e.g. in case of fraudulent, abusive, or otherwise illegal activity,...) in its sole discretion.

Revision on 12th of July 2

