

1. Definitions

Buyer / Macor	MACOR, a simplified joint-stock company (SAS) with share capital of €90,000, whose registered office is located at Port de Marseille, Porte 4, Local Macor, Marseille, registered with the Marseille Trade and Companies Register (RCS) under number B 333 511 848, acting as buyer.
Supplier	Any natural or legal person, governed by private or public law, with whom Macor places an Order for Supplies and/or Services.
Order	Any purchase order, framework agreement or other document issued by Macor to the Supplier specifying the nature, quantity and price of the Supplies and/or Services ordered.
Supplies	Any spare part, equipment, consumable, material or movable property ordered by Macor, whether standard or specifically designed for a marine application.
Services	Any intellectual or operational service ordered by Macor, including in particular repair, maintenance, installation, inspection, certification or engineering work, whether naval or on an industrial site.
Vessel	Any type of floating unit covered by the Order: merchant vessel (cargo ship, tanker, ferry, etc.), state-owned or military vessel, pleasure or racing yacht.
Delivery Note	Document handed over by the Supplier or the carrier to Macor upon delivery of the Supplies.
Completion Report	Document drawn up and signed jointly by both parties upon completion of the Services, detailing the work performed.
Special Conditions	Specific provisions of a Contract entered into between Macor and a Supplier which supplement or derogate from these GTCP.
Certification / Classification	Requirements imposed by a Classification Society (Bureau Veritas, Lloyd's Register, DNV, etc.) or by a competent maritime authority (DCAN, OCCAR for military naval matters, etc.).
Warranty	Contractual warranty referred to in Article 9 of these GTCP.
Force Majeure	Event as defined in Article 13 of these GTCP.

2. Scope and enforceability

These General Terms and Conditions of Purchase ("GTCP") apply to all Orders placed by Macor with its Suppliers, whether for Supplies or Services, intended for merchant, military or pleasure Vessels, industrial sites or Macor's internal activities.

These GTCP prevail over any contractual document of the Supplier, in particular its general terms and conditions of sale or service, unless otherwise agreed in writing and signed by an authorised representative of Macor. Any acceptance of an Order by the Supplier implies unreserved acceptance of these GTCP.

Any Special Conditions set out in the Order or in a framework agreement prevail over these GTCP in the event of conflict.

Macor reserves the right to amend its GTCP at any time. Amendments apply to Orders placed after their entry into force.

3. Formation and amendment of the Order

All Orders are issued in writing (letter, email, EDI or dedicated portal). Verbal orders must be confirmed in writing within 48 hours.

The Order specifies at least: the precise description of the Supplies or Services, the quantities, the unit and total price excluding VAT, the delivery or performance lead times, the place of delivery or intervention, and the applicable standards or certifications.

The Order is deemed accepted if the Supplier does not express any written reservation within 48 hours of its receipt, or as soon as performance begins.

Any amendment or cancellation of an Order requires the written agreement of both parties. In the event of cancellation attributable to Macor and relating to specifically manufactured Supplies, Macor shall compensate the Supplier for the costs incurred and duly substantiated, up to the price of the cancelled Order.

4. Prices, invoicing and payment

Prices are firm and not subject to revision unless otherwise stipulated in the Special Conditions. They are stated in euros, excluding VAT, and include packaging, marking, technical documents and required certificates.

For Supplies intended for military vessels or subject to ITAR/EAR regulations, the Supplier must expressly state any applicable export restriction on its commercial documents.

All invoices must state the Macor Order number, the reference of the Vessel or industrial site concerned where applicable, the details of the Supplies or Services, the applicable VAT rate and the Supplier's bank details.

Unless otherwise agreed in the Special Conditions, payment is made by bank transfer at 60 days end of month from the date of receipt of a compliant invoice. Macor reserves the right to reject any invoice that does not comply with the Order or does not state the Order number.

In the event of a partial dispute over an invoice, Macor pays the undisputed portion within the agreed time limits and notifies the Supplier in writing of the reasons for disputing the contested portion.

Macor does not grant any discount for early payment, unless expressly agreed in writing.

5. Delivery and acceptance of Supplies

Delivery lead times are binding. Any late delivery not excused by a force majeure event entitles Macor to apply late-delivery penalties of 0.5% of the Order amount excluding VAT per week of delay, capped at 10% of said amount, without prior formal notice.

Delivery is made on DDP terms (Delivered Duty Paid – Incoterms® 2020) at the place stated in the Order, unless otherwise stipulated. Risks pass to Macor upon actual delivery, as evidenced by the signing of the Delivery Note.

All deliveries must be accompanied by the following documents, depending on the nature of the Supplies:

- Delivery Note bearing the Macor Order reference
- Technical data sheet and/or user manual in French or English
- Certificate of conformity (material, manufacturing, testing) and/or certificate of origin
- Classification society certificate or type approval certificate for equipment subject to classification (MED, Wheelmark, SOLAS, etc.)
- CE declaration of conformity, where applicable
- ATEX certificate for equipment intended for explosive atmosphere zones (tankers, chemical tankers, etc.)
- REACH/RoHS documentation for electronic equipment or equipment containing regulated substances

The Supplier must guarantee that the supplies, equipment, spare parts, components, etc. delivered under the Order are free from asbestos in all its forms and from any material or product containing asbestos.

Macor has 8 working days from receipt to issue reservations or reject non-compliant Supplies. After that period, acceptance is deemed final, subject to latent defects.

In the event of non-compliance, Macor may, at its discretion: require replacement or rectification at the Supplier's expense, apply a negotiated price reduction, or return the Supplies at the Supplier's cost and risk.

6. Performance of Services

The Supplier undertakes to perform the Services with the care, diligence and skill expected of a qualified professional in the marine sector, in compliance with the contractual deadlines, the applicable maritime or industrial regulations and Macor's instructions.

Before any intervention on board, at the quayside or on an industrial site, the Supplier must:

- Hold all required professional qualifications, certifications and approvals (EN ISO 9606 welder qualification, electrical clearance, confined space work permit, etc.)
- Submit to Macor the prevention plan or safety protocol in accordance with applicable regulations
- Ensure that its personnel comply with the HSE rules in force on board and in the port

- For work on military vessels: comply with the specific security and confidentiality requirements of the French Navy or the shipowner concerned, and hold the required clearances

Upon completion of the Services, a Completion Report is drawn up jointly by the Supplier and Macor (or its representative/the Shipowner). Signature of this report by Macor or by an authorised representative constitutes acceptance of the Services, subject to any reservations stated therein.

Macor may suspend or stop the Services at any time if their performance poses a risk to the safety of the Vessel, the crew or third parties, without the Supplier being entitled to claim any compensation on that basis.

7. Subcontracting

The Supplier may not subcontract all or part of the Order without Macor's prior written consent. Such consent does not release the Supplier from its contractual liability.

The Supplier shall ensure that its subcontractors comply with the same technical, regulatory, HSE and social obligations as those incumbent upon it under these GTCP.

For Orders relating to military vessels or subject to state control, the Supplier shall not subcontract to non-approved entities or to entities located in countries subject to embargo or export restrictions.

8. Intellectual property and confidentiality

All studies, plans, drawings, software, technical data and documents produced specifically by the Supplier in connection with an Order become the exclusive property of Macor upon their delivery and full payment.

The Supplier undertakes to treat as strictly confidential all technical, commercial or operational information communicated by Macor, and not to disclose it to any third party without prior written authorisation. This confidentiality obligation applies throughout the business relationship and for 5 years after its termination.

For work on military vessels or vessels with restricted access, the Supplier and its personnel undertake to sign any specific non-disclosure agreement required by Macor or by the military authority concerned, and to comply with the associated IT security rules.

9. Warranties

The Supplier warrants that the Supplies are:

- Compliant with the Order specifications, the applicable technical standards (ISO, IEC, SOLAS, MARPOL, etc.) and, where applicable, the requirements of the Vessel's Classification Society
- Free from any defect in design, materials and workmanship
- New and original, unless expressly agreed otherwise
- Accompanied by all required certifications and regulatory documents

The warranty on Supplies is for a minimum period of 12 months from their commissioning on the Vessel or industrial site, and may not be less than 18 months from their delivery.

The warranty on Services is for a minimum period of 6 months from their acceptance, extended to 12 months for structural repair work, welding or the installation of critical equipment (propulsion, navigation, fire safety, etc.).

When the warranty is invoked, the Supplier shall intervene within a maximum of 72 hours for any defect affecting the seaworthiness or safety of the Vessel, and within 10 working days in other cases. Travel, labour and replacement parts costs and, where applicable, the cost of transporting the Vessel to the nearest approved shipyard are borne exclusively by the Supplier.

The warranty does not cover damage resulting from abnormal use, unauthorised modification, maintenance not in accordance with the Supplier's recommendations, or a force majeure event.

10. Insurance and liability

The Supplier undertakes to take out and maintain, for the entire duration of the Orders, the following insurance policies with solvent insurers:

- General Third-Party Liability insurance with a minimum of €2,000,000 per claim
- Professional Indemnity / Errors and Omissions insurance (mandatory for providers of engineering, inspection or certification services)
- Contractors' all-risks insurance for work on board or on the Vessel's equipment
- For services on military vessels: specific cover including damage to State property

The Supplier shall provide MACOR with an up-to-date certificate of insurance upon first request and, in any event, before the services begin.

In the event of damage caused to MACOR, the Vessel, the crew, an industrial site or third parties by the Supplier, the Supplier is solely liable and must indemnify MACOR for all losses suffered, including operating losses and the additional costs of immobilising the Vessel or the industrial site.

11. Retention of title and transfer of risk

The Supplies remain the property of the Supplier until full payment by MACOR, notwithstanding their delivery. Risk passes upon actual delivery in accordance with the agreed Incoterm.

Macor may incorporate the Supplies into works or hand them over to a customer before full payment to the Supplier; in such case, the Supplier agrees that the retention of title clause may not be enforced against third parties acting in good faith.

12. Regulatory compliance, HSE and social responsibility

The Supplier declares that it complies with all laws and regulations applicable to its business, in particular:

- The Maritime Labour Convention (MLC 2006) for any activity on board
- The MARPOL and SOLAS regulations, and the European directives applicable to marine equipment (MED 2014/90/EU)
- Export control regulations (ITAR, EAR, French dual-use regulations) for dual-use equipment or equipment intended for military vessels
- The provisions of the French Labour Code (right of alert, duty of vigilance) and the fundamental conventions of the ILO
- Anti-corruption regulations (Sapin II Law, FCPA)

The Supplier undertakes to provide Macor, upon request, with any document evidencing compliance with these obligations (certificates, tax and social security certificates, CSR reports, etc.).

13. Force Majeure

Neither party shall be held liable for any delay in or failure to perform its contractual obligations if such delay or failure results from a force majeure event within the meaning of Article 1218 of the French Civil Code.

Force majeure events include, in particular: general transport strikes, armed conflicts, pandemics, embargoes, acts of maritime piracy, port closures by administrative decision, and natural disasters.

The party invoking force majeure must notify the other party in writing within 48 hours of the occurrence of the event, specifying its nature, its foreseeable duration and its effects on the performance of the Order. If the impediment lasts more than 30 days, either party may terminate the Order without compensation, subject to payment for services already performed.

14. Termination

MACOR may terminate any Order automatically, without compensation other than payment for services and supplies already delivered and accepted, in the event of:

- Serious or repeated breach by the Supplier of its obligations, not remedied within 15 days of formal written notice
- Receivership or judicial liquidation of the Supplier
- Loss by the Supplier of a certification, clearance or approval essential to the performance of the Order
- Discovery of a serious breach of HSE rules or of on-board safety obligations

MACOR may also terminate any Order for convenience with 15 days' notice, by compensating the Supplier for the costs incurred and duly substantiated, without such compensation exceeding the amount of the terminated Order.

15. Limitation period

Liability claims against the Supplier are time-barred after 5 years from the discovery of the damage or defect, without exceeding 10 years from the delivery of the Supplies or the acceptance of the Services.

For Supplies or Services intended for military vessels or for dual use, the limitation periods are those provided for by the regulations applicable to public defence procurement contracts.

16. Personal data protection

In the course of the business relationship, Macor processes personal data of the Supplier's representatives and contacts (surname, first name, professional contact details, clearances) for the purposes of purchasing management, regulatory traceability and quality monitoring.

This processing is based on Macor's legitimate interest and/or the performance of the contract. Data is retained for the duration of the business relationship plus 5 years. Data subjects have rights of access, rectification and erasure, which they may exercise by writing to macor@macor.fr.

17. Severability

If any provision of these GTCP is declared invalid or unenforceable by a competent court, the remaining provisions shall remain in full force and effect. Macor undertakes to replace it with a lawful provision pursuing the same economic objective.

18. Governing law and jurisdiction

THESE GTCP, THE SPECIAL CONDITIONS AND THE ORDERS ARE GOVERNED BY FRENCH LAW.

ANY DISPUTE RELATING TO THE INTERPRETATION OR PERFORMANCE OF THESE GTCP SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF MARSEILLE, INCLUDING IN THE EVENT OF MULTIPLE DEFENDANTS, THIRD-PARTY CLAIMS OR URGENT MEASURES.

For Orders relating to public defence procurement contracts, the competent administrative court shall replace the Commercial Court.