

UNIVERSITE DE HAUTE-ALSACE (UHA) GENERAL TERMS OF PURCHASE (SUPPLIES AND SERVICES)

Recitals

The purpose of the Université de Haute Alsace (University) general terms of purchase is to define the contractual relationships between the University and its suppliers/service providers, with the exception of public procurement contracts for which special administrative terms and conditions (CCAP, CCP, AE constituting CCP, etc.)* were established at an earlier date by the University.

The terms of purchase fall under the scope of the regulations applied to the University's purchases (order No. 2015-899 dated 23/07/2015 and decree No. 2016-360 dated 25/03/2016, related to public procurement contracts).

The acceptance of an order form, tender, or letter of notification by the supplier/service provider (hereinafter referred to as "contractor") implies clean acceptance of the University's current terms of purchase, which, in all cases, take precedence over its general terms and conditions of sale.

Article 1. Purpose – Tender documents

The purpose of the order, its content, technical specifications and the special terms governing its execution are defined in the tender, order form, letter of notification and, if necessary, its appendixes.

The service provider undertakes to provide equipment or services in compliance with the relevant standards and rules in force at the time of purchase.

Notwithstanding article 4 of the CCAG-FCS**, the tender documents are the following, in order of priority:

- Tender, order form and/or letter of notification
- The general terms of purchase
- The general administrative terms and conditions (CCAG) for the public procurement of current supplies and services (CCAG-FCS), approved by the decree dated 19 January 2009, which can be consulted on the www.legifrance.gouv.fr website
- The service provider's technical and financial bid or quote

Article 2. Terms of delivery and/or performance

The products are delivered and/or the services performed at the address shown on the order form (or tender or letter of notification) or, failing that, on the documents attached.

Any delivery mislaid due to the non-observance of the methods and place of delivery, will be paid for by the contractor and may not be invoiced to the public entity. Also, in the event of a dispute over the delivery, the University may not be held liable if the deliverer does not heed the precise delivery address (i.e. leaving the package at the building reception instead of the department concerned).

The products and services must comply with those set out in the contract.

The product or service is transported to the place of delivery at the expense and risk of the contractor.

The delivery and or execution time runs from the date the order form is received (or letter of notification) by the contractor, or if need be, from the date determined on the implementation timetable approved by the two parties.

Article 3. Technical documents

The contractor undertakes to supply any up-to-date documents needed to provide top-level maintenance and to operate the equipment properly. This will be written in French and supplied at no extra cost.

Article 4. Inspections

Notwithstanding article 23.1 of the CCAG-FCS, ordinary inspections shall be carried out within a period of two working days, from the delivery date of the supplies or the performance of the services. Detailed inspections shall be carried out within 2 weeks, in compliance with article 23.2 of the CCAG-FCS.

Notwithstanding article 22.3 of the CCAG-FCS, the University will not automatically inform the contractor of the date and time this task is organized. However, the contractor may contact the University to find out when inspections will take place, in order to be present or represented.

If the inspections are completed without the supplies or service being rejected or there being any reservation, then this will constitute their admission.

Article 5. Warranty

Notwithstanding article 28 of the CCAG-FCS, the legal warranty begins from the date the supplies or services have been admitted.

Under the terms of the warranty, the contractor undertakes to repair or replace the part of the service recognised as faulty at his own expense (travelling expenses, labour, parts).

In the absence of a specific contractual warranty period between the two parties, the minimum warranty period is one year, in compliance with article 28.1 of the CCAG-FCS.

Article 6. Price and payment of accounts

Prices are firm and non-revisable.

Payment shall be made by administrative transfer.

The prices shall be deemed to include any compulsory taxes or other charges on services, costs relating to packaging, storage, packaging, insurance and transport to the place of delivery, as well as all other expenses required for the performance of the services, including risk and profit margins.

The sums due shall be paid within an overall payment period of thirty days from the date the request for payment is received.

If payment is not received by the due date this will automatically, and without any other formality, entitle the contractor or subcontractor to charge default interest from the date following the due date, in accordance with the application procedures provided for by Law No. 2013-100 dated 28 January 2013 and Decree No. 2013-269 dated 29 March 2013.

Invoices sent with a RIB (bank identification details) or RIP (service provider identification details), must comply with the provisions of Articles 289-0 and 289 of the General Tax Code (CGI) and include, in addition to the information required by Article 242h A of Appendix 2 of the CGI, the order references (EJ No./legal commitment No.).

Dematerialisation of invoices on the Chorus Pro portal: companies required to dematerialise invoices shall use the shared electronic portal that can be accessed free of charge at <https://chorus-pro.gouv.fr>. This will require the company registration number of the University (196 811 665 000), as well as the order number (or "EJ No.") which will be sent to the contractor by the department from which the order originated.

Article 7. Penalties for delays

In accordance with article 14 of the CCAG-FCS, penalties shall be applied without formal notice if delivery or performance deadlines are not met.

Notwithstanding article 14.1.3 of the CCAG-FCS, the penalties are due from the first euro.

Article 8. Termination

The termination conditions applicable are those of articles 29 to 36 of the CCAG-FCS.

Article 9. Insurance

Before the performance of the contract begins, the contractor shall provide proof that they are covered by a legal liability insurance contract, as per articles 1382 and 1384 of the Code Civil (common law), as well as professional liability insurance, in case of damage resulting from the performance of the procurement contract.

Article 10. Governing law and language

In the case of dispute, only French law is applicable.

Disputes that may arise in connection with the contract will be brought before the Administrative Court in Strasbourg.

All documents, inscriptions on material, correspondence, invoices or instructions for use must be written in French.

The currency for all accounts is the euro. The price in euros shall remain unchanged if the exchange rate should fluctuate.

If the contractor is based in another European Union country, without having an establishment in France, they will invoice their services excluding VAT and will be entitled to receive a tax identification number from the administration.

Article 11. Tax and social security documents

Any potential provider of the University is considered not fall within the scope of any of the cases that would prohibit the tender, provided for in the articles 45 and 48 of the order No. 2015-899 dated 23 July 2015, and to be in good standing in relation to articles L. 5212-1 to L. 5212-11 of the Code du Travail (French employment code) with respect to disabled workers.

For any purchase of an amount exceeding €5,000 excluding VAT, the recipient of an order form (tender or letter of notification) undertakes to provide the administration with documents proving that he has fulfilled his tax and social obligations (documents or certificates), before starting the contract.

Article 12. Derogations from the CCAG-FCS

Article 1 derogates from article 4 of the CCAG FCS.

Article 4 derogates from articles 22.3 and 23.1 of the CCAG FCS.

Article 5 derogates from article 28 of the CCAG FCS.

Article 7 derogates from article 14.1.3 of the CCAG FCS.

* CCAP = special administrative terms and conditions,

CCP = special conditions of contract,

AE = tender,

** CCAG-FCS = general administrative terms and conditions for the public procurement of current supplies and services