

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 (*Code de la Commande Publique*).

The receipt 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 annexes.

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 and attachments (specification, expression of requirements...)
- The general terms of purchase
- The general administrative terms and conditions for the public procurement of current supplies and services (CCAG-FCS), approved by the decree dated 30 Mars 2021
- 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.

Carriage to the place of delivery, including to upstairs premises, shall be 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.

When subcontracting, the contractor must submit its choice of subcontractor for written acceptance by the University before any work begins. A contractor who subcontracts to third parties remains personally liable to the purchaser.

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 28.1 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 fifteen days, in compliance with article 28.2 of the CCAG-FCS.

Notwithstanding article 27.3 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.

Transfer of title takes place in compliance with the provisions of the CCAG-FCS.

Article 5. Warranty - Maintenance

Notwithstanding article 33.1 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 33.1 of the CCAG-FCS.

When a maintenance contract applies, the maintenance starting point, duration as well as the mandatory working times are validated before the order becomes effective between the parties. A time limit for restoring the premises to their prior condition may also be defined.

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 with full bank 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 242 nonies A of Appendix 2 of the CGI, the order references (EJ No./legal commitment No.).

Dematerialisation of invoices on the Chorus Pro portal: invoices will be submitted to the electronic portal (free of charge) <https://chorus-pro.gouv.fr>. This will require the company registration number of the University (196 811 665 000 13), 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

Notwithstanding certain provisions of Article 14.1 of the CCAG-FCS.: penalties for failure to meet the deadlines are calculated, without prior requests for comments, using the formula below: $P = (V \times R) / 200$. In addition, no penalty caps or exemptions are applied.

Article 8. Termination - supplier default

The applicable termination conditions are those provided in articles 38 to 45 inclusive of the CCAG-FCS, including the possibility of having the service performed at the contractor's expense and risk.

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.

Notably, the contractor shall take the necessary measures to protect the goods and equipment located at the worksite. The contractor is liable for any damage caused in the course of work. The holder shall comply with the conditions governing access to the premises and shall undertake to comply with the University's safety rules. The contractor is subject to the non-disclosure obligations and security measures set out in Article 5 of the CCAG-FCS.

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 Code de la Commande Publique (French procurement code), 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. Personal data protection

The parties undertake to collect and process any personal data in compliance with any effective regulations applicable to the processing of such data, and notably Act No. 78-17 of 6 January 1978 as amended, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (known as the "General Data Protection Regulation" - GDPR). Where applicable, the service provider is authorised to process, on behalf of the purchaser, the personal data necessary to provide the services herein. The specific provisions and terms relating to the processing of personal data are stated in the relevant technical specification or the Special Technical Terms & Conditions of Contract. The university has appointed a data protection officer who may be contacted at the following address: dpd@uha.fr

Article 13. Derogations from the CCAG-FCS

Article 1 derogates from article 4 of the CCAG FCS.

Article 4 derogates from articles 27.3, 28.1 and 28.2 of the CCAG FCS.

Article 5 derogates from article 33.1 of the CCAG FCS.

Article 7 derogates from article 14.1 of the CCAG FCS.