

# **GENERAL TERMS AND CONDITIONS FOR INFORMATION AND COMMUNICATIONS TECHNOLOGY SUPPLIES**

## **ISAE – INSTITUT SUPERIEUR DE L’AERONAUTIQUE ET DE L’ESPACE**

### **ARTICLE 1: SCOPE**

These General Terms and Conditions (GTC) apply to information and communications technology supplies. Their purpose is to set out the framework for the contractual relations between ISAE and the holder of a purchase order. All purchases made pursuant to these GTC are subject to the Public Procurement Code.

Within the meaning of these GTC, “the Holder” refers to the co-contractor of ISAE. Acceptance of this purchase order by the holder concludes a public contract in accordance with the provisions of the Public Procurement Code, and implies acceptance in full by the holder of these GTC. By accepting this purchase order, the holder solemnly certifies its validity with regard to the provisions of Articles L2141-1 to L2141-5 of the Public Procurement Code. It also produces the documents provided for in Articles R2143-6 to R2143-9 of the Public Procurement Code.

### **ARTICLE 2: CONTRACTUAL DOCUMENTS**

The contractual documents of the contract are the following and, in the event of a contradiction between their stipulations, prevail in this order of priority:

- the special conditions defined by the enclosed Purchase Order and any annexes as well as any document written especially for the contract by ISAE;
- these GTC;
- the general administrative terms and conditions (CCAG) applicable to information and communications technology (CCAG TIC 2021) in force on the signing date of the contract by the holder.
- where appropriate, the conditions of sale defined by the Holder. The provisions contained in the holder’s documents which are more favourable to ISAE than the clauses of these GTC prevail over the latter.

### **ARTICLE 3: PURPOSE OF THE CONTRACT**

The purpose of the contract, its content and its technical specifications are stated in the enclosed purchase order and any annexes thereto.

As the case may be, the service to be supplied by the holder will be set out in specifications prepared by ISAE.

For the delivery of supplies or software, the holder is subject to an obligation of result regarding the performance of the services in accordance with its contractual commitments.

When the contract includes the delivery of software, the delivery of updates and new versions is included in the contract, for its entire term.

### **ARTICLE 4: TECHNICAL DOCUMENTATION**

The holder undertakes to provide on delivery any up-to-date documentation for correctly operating and maintaining the equipment and/or software. This documentation will be written in the French language and will be provided with no price supplement. With ISAE’s authorisation, documentation in a foreign language may be accepted.

The references of the purchase order must be stated in any correspondence related to the contract (delivery notes, packages, invoices, etc.).

### **ARTICLE 5: PERFORMANCE CONDITIONS**

This contract applies from its notification, which is the date that the email is sent by ISAE to the contract holder. The purchase order may however state a performance start date that is different from the notification date.

The place and time of performance of the services are stated in the enclosed Purchase Order and any annexes.

Should the holder be unable to meet the stated conditions, it must immediately notify ISAE thereof in writing (fax, email, etc.). Otherwise, these indications are deemed to have been accepted.

If the deadlines are not met, ISAE reserves the right to cancel the order without prior notice or compensation and/or to apply a fixed penalty after formal notice with no subsequent remedial action.

In accordance with Article 13.3.3 of the CCAG TIC, when the holder requests an extension of the period of performance of the services, if ISAE does not notify its decision within a period of 15 days from the date of receipt of the request from the holder, it is deemed to have refused the request for an extension, except in the cases provided for in the second and third sub-paragraphs of Article 13.3.3 of the CCAG TIC.

### **ARTICLE 6: PENALTIES**

As an exception to the provisions of Article 14.1 of the CCAG TIC, if the deadlines are not met, the holder will be liable to a penalty calculated according to the following formula:  $P = V \times R / 100$ , in which:

P = the amount of the penalty;

V = the value of the services on which the penalty is calculated, this value being equal to the amount excluding VAT of part of the late services, or all of the services if the delay in performance by one party makes the whole unusable;

R = the number of days of delay.

In any event, P may not exceed V.

### **ARTICLE 7: DELIVERIES AND CHECKING**

Carriage and warehousing costs are included in the prices. If this is not the case, the amount of these must be stated in the holder’s price proposal

The holder is liable for the risks related to the carriage and delivery of the goods which are the subject-matter of this purchase order. It undertakes to comply with the standards governing its activity.

Deliveries of the goods which are the subject-matter of the purchase order must be made to the ISAE site between 7.30 a.m. and 11.30 a.m.

The checking operations are conducted according to the stipulations of Articles 30 and 32 of the CCAG TIC. However, as an exception to Article 30.3 of the CCAG TIC, ISAE does not automatically notify the holder of the days and hours set for the checks. However, the holder may contact ISAE to find out the days and hours set for the checks in order to attend them or be represented at them.

On completion of the checks, ISAE will make its decision in accordance with the conditions laid out in Articles 33 and 34 of the CCAG-TIC.

### **ARTICLE 8: TRANSFER OF OWNERSHIP – USE OF THE RESULTS**

Transfer of ownership takes places according to the provisions of the CCAG TIC.

Use of the results is made in accordance with the stipulations of Articles 43 to 46 of the CCAG TIC.

### **ARTICLE 9: FINANCIAL TERMS**

The price set out in the special conditions is firm and definitive.

In accordance with Article R2191-20 of the Public Procurement Code, services which have given rise to a start of performance give an entitlement to down payments.

#### **ARTICLE 10: INVOICING AND PAYMENT TIMES**

The amounts payable to the contractor(s) will be paid within an overall payment period of 30 days from the date of receipt of the payment requests.

In the event of a delay in payment, the contractor is entitled to the payment of default interest, as well as an inclusive fee to cover recovery costs of €40. The rate of default interest is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in force on the first day of the half of the calendar year during which the default interest has begun to run, plus eight percentage points. The requests for payment will be presented according to the conditions laid out in Article 11.4 of the CCAG-FCS and will be drawn up in one original indicating, in addition to the legal stipulations, the following information:

- the creditor's name or corporate name;
- if applicable, the reference of the registration in the trade or professions directory;
- if applicable, the SIRET number;
- the bank or postal account number;
- the purchase order number;
- the designation of the payment organisation;
- the performance date of the services;
- the price of the eligible services, excluding VAT and, if applicable, decreased by any reductions;
- the amounts and rates of VAT legally applicable or, where appropriate, the benefit of an exemption;
- any discounts or rebates acquired and quantifiable when negotiating the contract and directly related to the contract;
- the total price including VAT of the services delivered or performed (including, where appropriate, the amount of the VAT for the work performed by the sub-contractor(s));
- the invoice date;
- in the event of a joint grouping, for each economic operator, the prices of the services performed by the economic operator;
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding taxes, as well as, where appropriate, the price variations established excluding taxes;
- if applicable, the allowances, bonuses and other deductions apart from retention monies, prepared in accordance with the stipulations of the contract;
- a statement of the professional insurance and its geographical coverage, for artisans registered in the directory of trades and contractors pursuant to Article 133-6-8 of the Social Security Code. If the holder is subject to the obligation of electronic invoicing or if it voluntarily chooses to opt for electronic invoicing, filing, transmission and receipt of electronic invoices will be made exclusively via the Chorus Pro invoicing portal (<https://chorus-pro.gouv.fr>). For this purpose, ISAE's SIRET No. is 130 004 278 00011, and the service code to enter is "FACTURES avec ENGAGEMENT" (invoices with commitment). The receipt date of a request for payment transmitted electronically is the date of notification of the email message informing ISAE of the availability of the invoice on the invoicing portal (or, where applicable, the date of the time stamp of the invoice by the budgetary information and accounting system of the State for an invoice transmitted by electronic data interchange).

As an exception to the obligation of filing invoices via the Chorus Pro portal, in particular should the latter malfunction, payment requests may be sent to the address below:

Institut Supérieur de l'Aéronautique et de l'Espace  
Service Facturier  
10 Avenue Edouard Belin  
BP 54032  
31055 TOULOUSE CEDEX 4

The authorising officer responsible for issuing the payment requests is the Director General. The public accountant responsible for payments is the Accounting Officer of ISAE. The person empowered to provide the information provided for by the regulations on collateral is the Director General.

#### **ARTICLE 11: SUBCONTRACTING**

In accordance with Articles L2193-1 to 7 and R2193-1 to 4 of the Public Procurement Code, any subcontracting must necessarily be declared to ISAE, which must accept the subcontractor and accept its terms and conditions of payment. Acceptance by ISAE of the subcontractor and its conditions of payment entitles the latter to direct payment under the conditions of Article R2193-10 of the Public Procurement Code.

#### **ARTICLE 12: WARRANTY**

As an exception to Article 36.1 of the C.C.A.G.-T.I.C., the warranty begins to run from the date of receipt of the services.

Unless otherwise stated on the purchase order or more favourable conditions from the holder, the latter guarantees the goods which are the subject-matter of this purchase order for one year from receipt thereof. The benefit of this warranty is excluded in the event of abnormal use of the good or the intervention, for repair, of a person from outside the supplier's after-sales service.

The legal warranties as set out in Articles 1641 and following of the Civil Code (hidden defects), 1386-1 and following of the Civil Code (defects in products) and L221-1 and following of the Consumer Code (safety obligation) apply to the products and services which are the subject-matter of this purchase order.

#### **ARTICLE 13: INSURANCE**

The holder must have purchased an insurance policy, valid throughout the performance of the order. The holder's insurance must cover the holder's operational and professional civil liability, including its civil liability after delivery, covering material, immaterial and bodily harm that may be caused to ISAE and to third parties, by any event taking place within the context of the performance of the purchase order, and, in particular by the action of the holder's staff, employees or products, such to enable ISAE, in all cases in which the holder is liable, to benefit from financial compensation.

#### **ARTICLE 14: SPECIAL PROVISIONS**

The holder will take all the necessary measures to protect property and equipment in the place of its intervention. It will be liable for any damage caused within the context of its mission. The holder will submit to the conditions of access to the premises and undertakes to comply with the safety instructions. It is subject to non-disclosure obligations regarding any information of which it could be made aware.

The services that are the subject-matter of this contract will be performed under the management of the Holder which must comply strictly with the regulations and requirements in force at ISAE.

ISAE reserves the right to prohibit access to the premises and to request the replacement of personnel considered undesirable or not providing satisfaction.

The Labour Code, its decrees and implementing orders as well as specific instructions must be applied without restriction by the personnel of the company performing the services on ISAE's premises.

At least 15 days before starting the services, a joint inspection of the work sites and the facilities that are located there may be carried out jointly. Prior to this joint inspection, ISAE may request that the Holder sends it an Individual Health and Safety Protection Plan. At the end of this joint inspection, the services that are the subject-matter of this contract, will, where appropriate, be the subject of a prevention plan drawn up by the ISAE prevention advisor and the ISAE technical manager responsible for following up the contract, and decided by common agreement with the contract Holder.

The Gendarmerie de l'Armement is empowered to check compliance with the provisions of the laws of reference by enterprises engaged in an activity on ISAE site. Accordingly, the gendarmes of the Armement may ask employees of the companies working on the site to present the copy of the prior hiring statement which they must carry on their person. This operation will be carried out in the work places. ISAE will ensure that all relevant measures have been taken for this purpose.

In accordance with the provisions of Article L8251-1 of the Labour Code, no one may, directly or by proxy, hire, retain in its service or employ for any period, a foreigner who does not have a permit to exercise an activity as an employed person in France. It is also prohibited for any person to hire or to keep in their service a foreigner in an occupational category, a profession or a geographical area other than those which are mentioned, as the case may be, on the above-mentioned permit.

Pursuant to Article D8254-2 of the Labour Code, the contract holder must present to the representative of the contracting authority, on concluding the contract, the list of the names of the foreign employees employed by it and subject to the work permit provided for in Article L5221-2.

#### **ARTICLE 15: FOREIGN SUPPLIER**

Correspondence relating to this purchase order will be written in French in accordance with Act No. 94-665 of 4 August 1994 relating to the use of the French language, or, by ISAE's prior express agreement, in a foreign language. For equipment of foreign origin which has been subject to an application for exemption from customs duties, customs clearance may only be made after notification of the decision relating to the duty-free admission.

#### **ARTICLE 16: TERMINATION**

The applicable termination conditions are those of Articles 46 to 54 of the CCAG TIC. In accordance with Article 54 of the CCAG TIC, ISAE will be entitled to have the service performed at the expense and risks of the holder, either in the event of the non-performance by the latter of a service which, by its nature, may not be subject to any delay, or in the event of the termination of the contract due to the holder's fault.

#### **ARTICLE 17: DISPUTES**

In the event of a dispute, the Administrative Court of Toulouse alone has jurisdiction.

In accordance with Article 55 of CCAG-TIC, the holder will do all he can for settle amicably any litigation due to the contract or his execution.