

GENERAL TERMS AND CONDITIONS OF PURCHASE OF CLAUDE BERNARD LYON 1 UNIVERSITY

(Day-to-day supplies and services)

1 - Scope of these terms and conditions

The purpose of these general terms and conditions of purchase (GTP) is to define the framework of the contractual relationship between the University and its suppliers and service providers for all public procurement contracts for supplies and services entered into in application of the French Public Procurement Code (Code de la commande publique - CCP).

They apply to all purchases for which no Special Terms of Contract (Special Administrative Terms, Special Terms of Contract, tender document constituting Special Terms of Contract, etc.) have been drawn up by the University.

Throughout these GTP, the 'contract holder' means the University's supplier or service provider.

They conform to the regulations applicable to the University for purchases made in accordance with the 'adapted' procedure or negotiated public procurement procedure without prior notification or tender process, within the meaning of Articles L.2123-1, L.2122-1 and R.2123-1 *et seq.* of the CCP. The contract may take the form of a simple purchase order.

Unless expressly stipulated to the contrary in the purchase order or the appendices thereto, or in these GTP, the provisions contained in the version of the General Administrative Clauses applicable to procurement contracts for Supplies and Services appended to the Decree of 30 March 2021 approving the General Administrative Clauses for public procurement contracts for Supplies and Services (hereinafter referred to as the 'CCAG FCS'), apply to this contract. The CCAG FCS may be consulted on the www.legifrance.gouv.fr website

The contract holder's acceptance of a purchase order constitutes its unconditional acceptance of the University's terms of purchase, which take precedence at all times over the former's general terms and conditions of sale.

Where the establishment draws up a specific contract for the public procurement in question, the clauses contained therein will take precedence over these GTP, which will, as such, simply complement said contract.

2 - Notice of Award

As an exception to Article 3.1.1 of the CCAG FCS, where a contract takes the form of a simple purchase order, its notification consists in sending the contract holder a copy of the purchase order and appendices thereto. In this case, the person authorised to represent the University for the purposes of the performance of the contract within the meaning of Article 3.3 of the CCAG FCS is the person who signs the purchase order. The contract holder is, however, invited to contact first and foremost the person whose contact details appear on the purchase order.

3 - Purpose, Content, Technical Specifications

The purpose, content and technical specifications of the contract are indicated in the purchase order issued by the University or the appendices thereto.

With regard to contracts for supplies, the contract holder is subject to an obligation to achieve specific results concerning the performance of its services, pursuant to its contractual commitments.

4 - Technical Documentation

The contract holder undertakes to provide, upon delivery, all up-to-date documentation enabling the proper maintenance and operation of the equipment. This must be drafted in French and provided at no additional cost.

5 - Performance Location and Lead Time

The location and lead time for the performance of the services are indicated on the purchase order or, where applicable, on the documents appended thereto.

Pursuant to the provisions of Article 13.3.3 of the CCAG FCS, where the contract holder requests an extension to the lead time for the performance of the services, if the institution does not notify its decision within 15 days as from the date of its receipt of the contract holder's request, said request for an extension will be deemed rejected, save in the cases referred to in the second and third paragraphs of Article 13.3.3 of the CCAG FCS.

The automatic renewal of the services on each anniversary date is not enforceable against the University.

6 - Penalties

As an exception to the provisions of Article 14.1.1 of the CCAG FCS, in the event of non-compliance with lead times, the contract holder will incur a penalty calculated as follows: $P=(V*D)/100$, where:

P = the amount of the penalty

V = the value of the services on which the penalty is calculated. This value is equal to the cost, excluding VAT, of those services delivered late or the cost of all services if the delay of certain services renders the entire order unusable

D = the delay in calendar days

In any event, P may not exceed V.

7 - Verification of Deliveries

As an exception to Article 27.1 of the CCAG FCS, simple verifications are carried out within a maximum of two business days as from the delivery date of the supplies or the performance of the services.

As an exception to Article 27.3 of the CCAG FCS, the University does not automatically inform the contract holder of the days and times scheduled for such verifications. The contract holder may, however, contact the University to find out the days and times scheduled for such verifications in order to attend or arrange to be represented.

8 - Warranty

As an exception to Article 33 of the CCAG FCS, the start date of the warranty is the date of acceptance of the services.

9 - Payment Terms

The overall deadline for payment is 30 days.

Failure to meet the deadline for payment automatically and without further formality entitles the contract holder or subcontractor to claim interest on arrears calculated as from the day following the deadline expiration date, in accordance with the terms of implementation provided for in Decree No. 2013-269 of 29 March 2013 concerning the prevention of payment delays in public procurement contracts.

Invoices, accompanied by full bank or postal account details, must comply with the provisions of Articles 289 and 289 bis of the French General Tax Code (Code Général des Impôts - CGI) and include the purchase order number issued by the University in addition to the information required by Article 242 nonies A of Appendix 2 to the aforementioned CGI.

Invoices must be transmitted to the invoicing department of the public accountant's office, at the following address:

Université Claude Bernard Lyon 1

Agence comptable

43 Bd du 11 novembre 1918

69622 VILLEURBANNE Cedex

10 - Disputes

Only French law will apply in the event of a dispute. Any disputes will be referred to the administrative court for the place where the purchase order was issued.



Université Claude Bernard  Lyon 1

The start date of the lead time for the performance of the services is the date on which the contract holder receives the purchase order.

General Terms and Conditions of Purchase applicable to procurement contracts for supplies and services entered into by Claude Bernard Lyon 1 University as of 22 June 2021
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