

CBLU GENERAL TERMS AND CONDITIONS OF PURCHASE

(Works)

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 contractors for all public procurement contracts for works 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 general terms and conditions, the provisions contained in the version of the General Administrative Clauses applicable to procurement contracts for Works appended to the Decree of 30 March 2021 approving the General Administrative Clauses for public procurement contracts for Works (hereinafter referred to as the 'CCAG Works'), apply to this contract. The CCAG Works 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 of the CCAG Works, 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 the appendices thereto. In this case, the person authorised to represent the institution for the purposes of the performance of the contract within the meaning of Article 3.3 of the CCAG Works 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 works, 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 Provided After Performance

Article 40 of the CCAG Works applies.

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.

The start date of the lead time for the performance of the services is the date on which the contract holder receives the service order. This may take the form of a simple purchase order.

Any extension to the lead time for the performance of all or part of the works, as well as the postponement of the start of the works, must be arranged in accordance with Article 18.2 of the CCAG Works.

6 - Penalties

As an exception to the provisions of Article 19.2 of the CCAG Works, in the event of non-compliance with the lead times for the performance of the works attributable to the contract holder, the latter will incur a penalty, without receiving formal, prior notice thereof and simply upon being informed of the delay, the amount of which will be equal to 1/30th of the amount, excluding VAT, of the verified invoice, or of the amount, excluding VAT, of the purchase order per calendar day of the delay.

The amount of the penalty may not exceed the total amount of the verified invoice or the amount, excluding VAT, of the purchase order.

In the case of a consortium for which payment is made to separate accounts, the penalties will be divided between the members.

7 - Verification of Works Carried Out

Articles 24 and 25 of the CCAG Works apply.

8 - Warranty

Article 44 of the CCAG Works applies.

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

General Terms and Conditions of Purchase applicable to procurement contracts for works entered into by Claude Bernard Lyon 1 University as of
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