

-ONLY FOR YOUR INFORMATION-



DRAFT CONTRACT B25-01213-EE

BETWEEN

LE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES,

a public scientific, technical and industrial research institution,
whose registered office is located at Bâtiment Le Ponant D - 25 rue Leblanc, Paris 15th
District, registered with the Trade Register of Paris under number R.C.S PARIS B 775
685 019
represented by Ms. Pascale BAYLE GUILLEMAUD, in her capacity as Director of the
IRIG Institute,

hereinafter referred to as **"CEA"**

on the one hand,

AND

The Company [REDACTED],
whose registered office is located at [REDACTED],
registered in the Trade and Companies Register of [REDACTED] under the number R.C.S. [REDACTED],
represented by Mr [REDACTED], acting in his capacity as [REDACTED],

hereinafter referred to as **"the Contractor"**

on the other hand,

It is jointly stated and agreed as follows:

ARTICLE 1 -PURPOSE

The purpose of this contract is to set the conditions under which the CEA entrusts the Contractor, who accepts, with the supply of NbTi superconducting wire, hereinafter referred to as "the Supplies".

ARTICLE 2 - CONTRACTUAL DOCUMENTS

2.1 – Insofar as their provisions are not contrary to the provisions of this contract and its appendices which prevail, the following documents apply by decreasing order of priority:

- the Safety recommendations and their appendices (corresponding reference documents);
- the consultation file referred to as B25-01213-EE, which is an integral part of the technical specifications of the contract and their annexes (specifications referenced DSBT-CDC-25-30 dated 26/05/2025),
- CEA's General Purchasing Conditions (January 2022 edition),
- normative documents (standards, unified technical documents, etc.)
- the Contractor's proposal, with reference number [REDACTED] dated [REDACTED], as a complement.

(to be complete by the contractor)

The Contractor hereby acknowledges and accepts the aforementioned documents. The Contractor's general sales conditions, excluding those resulting from mandatory legal provisions, are not binding, whatever their form.

ARTICLE 3 - CONTACTS

3.1 – CEA contacts

Technical contacts :

DUVAL Jean-Marc DRF/IRIG/DSBT/LCCS Tél : 04.38.78.46.29

Jean-marc.duval@cea.fr

Commercial contacts

Eya ECHEIKH Service des Marchés et Achats Tél : 04.38.78.00.00

Eya.echeikh@cea.fr

Isabelle BOREL Service des Marchés et Achats Tél : 04.38.78.13.36

isabelle.borel@cea.fr

Supplier accountancy:

Tél : +33(0)1 69 08 47 50

Email : S3C_GRE@cea.fr

RELANCES@cea.fr

3.2 CEA Grenoble International freight forwarder contacts

For customs clearance formalities, the Contractor must contact :

ZIEGLER

23 Rue de Brotterode

38950 - St Martin le Vinoux

France

Your contacts: cea.grenoble@zieglergroup.com

Tel : +33 4 76 56 57 12

3.3 Contractor's contacts

Contractor's technical contact :

[REDACTED]

Phone number :

[REDACTED]

Email :

[REDACTED]

Contractor's commercial contact :

[REDACTED]

Phone number :

[REDACTED]

Email :

[REDACTED]

(to be complete by the contractor)

ARTICLE 4 - DELIVERY SCHEDULE

T0 being the date of notification of the present contract, the Contractor must respect the following deadlines :

- Delivery of the supply: T0+ [REDACTED] months

(The timeframe desired by the CEA is twelve (12) weeks)

Early delivery is possible with the written approval of the CEA.

[to be completed by the tenderer]

ARTICLE 5 - PACKAGING - TRANSPORT - DELIVERY

The supply is packed under the Contract Holder's liability.

- **If the CEA handles the transport*** :

The "Incoterm" selected is FCA (FACTORY – COUNTRY) ([REDACTED]) (According to the ICC Incoterms 2020 rules).

The transfer of risk takes place on dispatch.

- **If transport is entrusted to the Contract Holder*** :

The "Incoterm" selected is DAP CEA Grenoble (According to the ICC Incoterms 2020 rules).

The transfer of risk takes place after delivery.

***To be finalised in the final order**

Deliveries shall be made only from Monday to Friday from 8:30 a.m. to 12 noon, and from 1:30 p.m. to 4 p.m. All deliveries should be made to the CEA's "RECEPTION" ("Deliveries") building on pain of giving rise to significantly late payments.

The address of the reception building is :

CEA GRENOBLE
BATIMENT RECEPTION
17 Rue des Martyrs
38054 GRENOBLE CEDEX 9
FRANCE

The Contract Holder must indicate the full number of the present Contract on the labels identifying the parcels (on the delivery slips inside).

ARTICLE 6 - ACCEPTANCE

Upon delivery, the CEA carries out an on-site qualitative and quantitative inspection of the Supply and verifies its compliance with the specifications of the statement of work referred to in Article 2.

The Supply is only accepted by the CEA if the inspections meet the contractual conditions.

Acceptance is confirmed by means of a written report, within fifteen (15) working days from the date of delivery.

The signing of the acceptance report results in the transfer of ownership of the Supply.

ARTICLE 7 – WARRANTY

The supply is guaranteed for a period of 12 months from the date of provisional acceptance for any faulty material, manufacturing , defect, or operating defect, pursuant to the technical specifications of the Specifications

ARTICLE 8 - NON-CONFORMITY OF THE SUPPLY

If the Supply does not meet the requirements of the technical specifications and cannot be accepted and/or approved by the CEA within the timeframe specified in Article 6 above, it shall be returned to the Contractor at their expense, along with the inspection report indicating non-conformity.

ARTICLE 9 - PRICE

- If the CEA handles transport*:

The fixed and firm price of the supply is € [redacted] **excluding Tax** ([redacted] euros excluding tax).

That price includes warranty.

- If transport is entrusted to the Contract Holder*:

The fixed and firm price of the supply is € [redacted] **excluding Tax** ([redacted] euros excluding tax).

This price includes warranty.

The fixed and firm price of the transport DAP CEA Grenoble of the supply is [redacted] € **excluding Tax** ([redacted] euros excluding tax).

The total amount of the contract is set at the firm package amount € [redacted] **excluding Tax** ([redacted] euros excluding tax).

*To be finalised in the final order

[to be completed by the tenderer]

ARTICLE 10 - PENALTIES

In addition to the provisions of the CEA General Purchasing Conditions relating to penalties, which apply insofar as they do not conflict with the following provisions, the CEA may apply penalties under the following circumstances and conditions

10.1- In the event of failure to meet contractual deadlines and time limits, the Contract Holder shall be liable to pay penalties for lateness of 70 euros per calendar day late.

The penalties applied under this paragraph shall be limited to a ceiling of 10% of the amount exclusive of VAT of the Contract.

10.2- In addition to the instances described in the above paragraph, whenever the CEA serves formal notice on the Contract Holder to comply with its obligations within a period defined in the notice, and whenever the Contract Holder fails to do so, the CEA shall apply a penalty of 140 euros per calendar day late.

10.3- The penalties shall be applied as of right and without any obligation to serve prior notice, or to fulfil any other legal or judicial formalities as regards invoicing. The penalties shall be cumulative, and application thereof shall be independent of any other sanctions prompted by the lateness, and in particular independent of any termination or cancellation of the Contract. Should such termination take place, the penalties shall be applied up to the day on which notice of termination is served. The penalties shall not exonerate the Contract Holder from liability.

ARTICLE 11 - INVOICING CONDITIONS

15.1- SUPPLY

The invoices are issued according to the following schedule:

- 50% of the contract amount excluding VAT and the taxes related to **the delivery of the Supply.**
- 50% of the contract amount excluding VAT and the taxes **related to the receipt of the Supply by the CEA.**

ARTICLE 12 - INVOICES – PAYMENTS

With a company under foreign law

Invoices are sent in one copy to :

CEA of Saclay
S3C - accounts payable PC 75
91191 GIF-SUR-YVETTE Cedex
FRANCE
Phone: +33 (0)1 69 08 47 50

All invoices issued bear the reference of the present contract.
Payments shall be made within 30 days from the date of receipt of the invoice, after delivery or execution.

or with a company under foreign law if the Holder so wishes (Chorus Portal optional).
It is specified that the use of the Chorus portal is optional for companies under foreign law. If the Holder opts for this method of invoicing, this choice is irreversible, for all future invoices and for all contracts concluded with the CEA.

invoices can be sent to the CEA via the State's Chorus Pro Portal (<https://chorus-pro.gouv.fr>).

In order to be taken into consideration, each invoice issued by the Contractor under this Contract must comply with the regulations relating to electronic invoicing specified in particular by the Instruction of February 22, 2017 relating to the development of electronic invoicing and include the following information in particular:

- the CEA's SIRET number: 775 685 019 00587
- the GRE-C service code that will be used to direct the invoice processing;
- the commitment number (SAP contract/order number) composed of 10 digits
- Invoicing address :

CEA de Saclay
S3C - Comptabilité fournisseur PC 75
91191 GIF-SUR-YVETTE Cedex
FRANCE

The payment period is 30 (thirty) days from the date of receipt of the invoice by the CEA subject to acceptance by the CEA of the services in accordance with market conditions.

Supporting documents attesting to the CEA's acceptance (PV) or to an event that triggered an invoicing term must be sent at the same time as the invoices.

In the event that an invoice is issued for all or part of the firm and optional services, the Licensee must break down the amount invoiced by detailing the firm part and each option.

Any invoice that does not comply with the terms of the contract will be returned to the issuer.

ARTICLE 13 -COMPLIANCE BY THE CONTRACT HOLDER WITH TAX AND SOCIAL/WELFARE LEGISLATION

The Holder undertakes to give to CEA :

- at the conclusion of the present contract and every six months from its notification until the end of the execution, the documents required by Article D.8222-5 (if established in France) or Article D.8222-7 (if established abroad) of the Labour Code and, where applicable, the list of names of foreign employees who may be employed (Articles D.8254-2 to D.8254-5 of the Labour Code);
- attestations and certificates issued by the competent authorities and bodies proving that the applicant has fulfilled his tax and social obligations (Order of 22 March 2019 establishing the list of taxes, contributions or social contributions giving rise to the issue of certificates for the award of public contracts).

The Holder must ensure that its suppliers and subcontractors also comply with these provisions when the contract is concluded and throughout its performance.

The Holder incurs penalties if he does not respect them (cf. article 21.1 of the CEA General Conditions of Purchase).

ARTICLE 14 -TAX SYSTEM [to be deleted if the Contract is outside France]

The transactions in this Contract are subject to value-added taxation at the rates in force at the tax point.

Pursuant to Article 269, 2-a of the French General Tax Code, as amended by Article 30 of Law No. 2021-1900 of December 30, 2021, advance payments collected from January 1, 2023, will be subject to VAT

OR

TAX AND CUSTOMS SYSTEM

16.1 Tax system

This contract shall be subject to VAT at the rate applying at the time of the operative event.

The importation of equipment subject to the contract falls within the scope of French VAT under the provisions of Articles 32 and 60 of Directive 2006/112/EC.

In accordance with the provisions of Article 201 of the same Directive, the importer is liable for VAT at the rate applicable at the time of the chargeable event. The importer will pay the customs duties and VAT due on importation directly to the French Customs.

Depending on the option chosen, the transport service will be included in the amount of the VAT base, pursuant to Article 292 of the General Tax Code. This consists of the value defined by customs legislation, in accordance with Article 71 of the Customs Code of the Union.

16.2 Customs system

The Holder undertakes to take over the management of all export licences for the goods covered by this contract.

The holder undertakes to indicate on the commercial documents the customs nomenclature number as well as the origin of the goods and the country of last origin.

The CEA, Etablissement Public de Recherche, may benefit from exemption from customs duties for scientific instruments and apparatus, spare parts, components, accessories and specific tools (EC Regulation 1186/2009), provided that the objective technical characteristics and expected results are exclusively or mainly suitable for carrying out scientific activities and that the imports in question are non-profit-making.

Accordingly, the Holder undertakes to provide, in good time, all the documents necessary for the CEA to submit the request for exemption from customs duties.

Otherwise, the amount of customs duties unduly paid by the importer shall remain the exclusive responsibility of the Holder.

The customs clearance of the goods will be handled by the authorized customs representative of the CEA/Grenoble, DSV Air and Sea, located at 610 Rue des Tuiliers, Centr'Alp2, Saint Jean de Moirans since the departure of the goods with the LTA (airway bill) numbers in case of air transport or a copy of the bill of lading in case of sea transport, and the invoice accompanying the transport.

ARTICLE 15 -COMPETENT JURISDICTION [If French supplier]

Any dispute arising between the Contractor and the CEA in connection with this contract shall fall within the exclusive jurisdiction of the Grenoble Administrative Court.

ARTICLE 16 -APPLICABLE LAW AND JURISDICTION **[If foreign supplier]**

It is expressly agreed that performance of the present Contract shall be governed by French law.

Any dispute arising between the Contractor and the CEA in connection with this contract shall fall within the exclusive jurisdiction of the Grenoble Administrative Court.

ARTICLE 17 — TERM AND EXECUTION OF THE CONTRACT

The Contractor is requested to return this contract duly signed for notification by the CEA.

Executed in Grenoble in one copy,

On the

For the Contract Holder,

For the CEA,

