

General Conditions of Purchase

This document exists in French and English. In the case of discrepancies the French version shall override.

1- Supplier approval:

Prior to opening a significant account **SPIRAGINE** will inquire about the existence and conformity of a quality management system with the future supplier.

The supplier shall communicate the elements requested in order for **SPIRAGINE** to verify the aptitude of the supplier to supply the order.

If the supplier is certified, the supplier shall communicate all current certifications as well as their renewals.

2- Order validity:

Orders from **SPIRAGINE** must be signed and require a confirmation by order acknowledgement within 72 hours by one of the following methods: mail, fax or e-mail. All forms of acknowledgement shall engage the supplier. Any modification thereafter must be accepted by a signed amendment to the order.

The acceptance of orders from **SPIRAGINE** implies the adherence without exception to these General Conditions of Purchase. By derogation or in addition to these general conditions, may apply specific conditions annexed to the order. In case of contradiction between the specific and general conditions, the former shall prevail.

3- Execution and Control:

The supplier shall be solely responsible for the execution of the order, in particular in respect to the technical specifications stipulated on the order or on accompanying blueprints, as well as to the applicable quality management level.

The supplier shall also be responsible for maintaining the level of quality and characteristics of raw materials used for producing the product which is ordered, the supplier accepts to communicate prior to delivery any modifications of raw materials.

In the absence of precise indications, the products shall adhere to applicable regulations.

The supplier shall not sub-contract all or part of an order without our permission. The supplier is responsible for the entire order.

In the absence of a written derogation by our Quality Department to a request made before shipping, all non conformities shall lead to refusal of the products and will result in the billing of charges associated with the non conformity.

The quantities which figure on the orders are the exact quantities to deliver. In the absence of an agreement taking into account technical limitations of production **SPIRAGINE** reserves the right to return any excess quantities at the expense and risks of the supplier.

The supplier agrees to maintain available for a minimum of five years records related to quality (Batch/lot number, quality controls) .

The supplier authorizes **SPIRAGINE**, its clients, and regulatory authorities, access to all sites and all levels of the supply chain related to the order and its applicable records.



4 – Delivery - Delays:

Unless otherwise indicated, the delivery address shall be the address indicated on the purchase order. The supplier assumes all risks until reception of the order by **SPIRAGINE**.

The delays shall be understood as delivered to our site in St Pierre-lès-Elbeuf, France.

Except in cases of acts of god the supplier is required to respect the delay accepted and confirmed by his acknowledgement. In all cases, if a delay is deemed unavoidable the supplier must immediately inform **SPIRAGINE** and request our approval.

In absence of this information, we reserve the right to:

- Receive late penalties
- For serious cases, bill the supplier for damages

Delay: The time between the contractual delivery date as indicated on the order acknowledgement and the effective date of reception of the merchandise.

Penalty: Unless otherwise agreed upon at the time of order, the delay penalty shall be 2/1000 of the value of concerned product per day.

Acts of God: Must be communicated as soon as possible and no later than 15 days following the event.

The following cases shall be accepted as “Acts of God”; War, riots, epidemic, storms categorized as natural disasters, simultaneous stoppage of all modes of transportation or sources of energy requisition by the state, fire affecting the production site.

Events not considered as “Acts of God” include: Late delivery by a supplier or sub contractor, social uprisings (strikes etc), unemployment, manufacturing errors.

5 – Price:

Unless otherwise stipulated in the order, prices are firm and non revisable.

The transport of property and risk shall take place only after quantitative and qualitative reception of merchandise. Receptions taking place at the supplier site shall be considered provisional.

6 – Warranty:

The supplier guarantees that the supplied materials comply with specifications and are suitable for the intended purpose and have been produced according to best practices. Unless otherwise specified in the order, the supplier must immediately replace or repair non compliant products at no cost to us as quickly as possible, no later than one month after the date of the non conformity document.

7- Packaging:

Unless otherwise stated, shall correspond to industry best practices, so that transporters may not decline responsibility due to insufficient packaging.

8- Shipping and Billing:

Shipments shall be preceded or accompanied by a shipping note with our order references and description of materials. If necessary, the materials must be accompanied by their original conformity certificate indicating

- The manufacturer's name
- The manufacturer's reference
- Manufacturing batch number
- Manufacturing date



Invoices shall be established in two copies (unless otherwise noted) and shall contain the same information. Invoices shall not be established before the shipment of materials.

Unless otherwise agreed upon, our invoices are paid at 45 days end of the month, invoice date.

Unless otherwise agreed upon, all early deliveries shall be paid counting from the contractual delivery date.

We reserve the right to pay an invoice only once all non conformities have been remedied and the corresponding credit note covering the non conformities and any fees has been received.

9- Cancellation:

In the case of an intolerable delay, **SPIRAGINE** reserves the right to cancel all or a portion of an order without penalty, even if a partial delivery has already been made and accepted at the contractual date.

10- Applicable law and jurisdiction:

These general conditions of purchase are governed by French law.

The parties agree that in case of disagreement regarding the interpretation and/or execution of the order and/or its production that they will put forth their best effort to come to an agreement. If an agreement can not be made than the dispute shall be handled by the courts of the headquarters of our company.

The bill of exchange shall not override or modify this jurisdiction clause.

