




GENERAL CONDITIONS OF PURCHASE

SUPPORTING DOCUMENTS :

EN9100
ISO9001

SIGNATURES

	Fonction	Nom	Visa	Date
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DIFFUSION

External : The latest updated document must be made available to subcontractors and suppliers of the company FALGAYRAS on the web site: www.falgayras.com/wp-content/uploads/PFA006-Ind-2-French-Version.pdf

Internal: This procedure is available in paper format within the Quality Department and included within the Falgayras server.

REGISTRATION OF MODIFICATIONS

Index	Nature of the amendements	Date	Name
1	Development of the law of social modernization: the payment terms are extended to 60 calendar days	23/03/2009	E. Contaut
2	Document update	10/2012	M. Dutilh
3	Addition of the publication on the site www.Falgayras.com	07/01/2014	J Le Goff
4	Change of payment calendar days from 45-60 Paragraph: 10 to allow for international shipping delays	02/02/2023	A. AGNELLO

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20. CONFIDENTIALITY	Erreur ! Signet non défini.

1. OBJECT/AREA OF APPLICATION

This procedure is designed to formally define the terms and conditions governing the order, whether it concerns the supply of goods or the execution of services placed by FALGAYRAS S.A.S. with the supplier. The latter must, upon receipt of the 2 pages of the procedure, acknowledge receipt by mail or fax and commit themselves to respect these specifications for the execution of all future orders until further notice from Falgayras S.A.S. formalized by mail or fax. This acknowledgement of receipt is archived after return with the evaluation file of the subcontractor / supplier.

2. GENERAL

The Supplier commits to comply with the legal and regulatory provisions in force in connection with the performance of its contractual obligations. Acceptance of a contract, an Order or the initiation of their execution by the Supplier implies unreserved adherence to the present conditions, the Supplier expressly waiving the right to rely on its own general terms and conditions of sale. The orders specify the particular conditions (technical, commercial and administrative) which are required of the supplier and prevail over the present conditions.

3. ACCEPTANCE

All goods shall only be considered accepted after verification of compliance with the drawings, technical specifications, quality requirements and specifications of the order. The control carried out at the Supplier's premises by an official body or any other organization may not, under any circumstances, constitute a derogation from this clause. In the event of a dispute, the Supplier shall be informed in writing of the non-compliance.

4. DEADLINE

The deadlines are mandatory and constitute a substantial element of the order.

5. PACKAGING

Packaging cannot be invoiced or returned without prior written agreement from FALGAYRAS S.A.S.

6. DELIVERY

All deliveries must be made on working days from 8H to 12H30 and from 13H30 to 17H from Monday to Thursday and from 8H to 12H30 on Friday at the location indicated on the order. Any delivery may be refused if it is not accompanied by the documents requested on the order.

7. PRICES

Unless otherwise specified, prices are firm. In the event that the order envisages a price revision, this will be determined within the contractual time limits in accordance with the relevant statutory regulations.

8. GUARANTEE

The Supplier guarantees that the goods will fulfil all the services and functions for which they are intended and will comply with the specifications of the Order. The contractual warranty period is 36 months from the date of delivery unless otherwise specified in the Order. The Supplier undertakes to carry out, at FALGAYRAS S.A.S.'s discretion and free of charge, the replacement or repair of all or part of the supply which does not comply with the specifications of the Order, and this within the shortest possible time.

9. INVOICING

All invoices will be established in 1 copy and must be addressed to the establishment whose address appears on the order. These invoices will have to specify the purchase order number, the item number, the description as well as the number of the packing slip.

10. SETTLEMENT

All payments shall be made subject to compliance of the supplies with the specifications and terms of the order. Payments shall be made within 60 calendar days from the date of delivery.

11. SPECIFIC TOOLING

The specific tools are supplied directly by FALGAYRAS S.A.S. or designed and/or manufactured, in accordance with the legislation in place, by the Supplier for the execution of the order or contract. They shall be the property of FALGAYRAS S.A.S. or of FALGAYRAS S.A.S.'s customers. The Supplier shall remain responsible for all the specific tools in its custody. As such, he shall bear all maintenance and replacement costs following loss, deterioration and abnormal wear. The Supplier undertakes to use such tools only for the purposes of executing an Order from FALGAYRAS S.A.S. and to return them in good condition at the first request of FALGAYRAS S.A.S.

12. ACCES

The Supplier must agree to the visit of the Authorities, the client and possibly the end customer to its premises for possible control of the product at source. In the event that a surveillance action is triggered by the authorities, the Supplier undertakes to communicate all technical information relating to orders in progress and to authorize access to the necessary areas for their surveillance.

13. TRANSFER RIGHT

If necessary, FALGAYRAS S.A.S. reserves the right to assign or transfer to a third party all or part of its Sales Orders, as well as the rights and obligations pertaining thereto.

14. COMPENSATIONS

In the event that FALGAYRAS S.A.S. is subject to counterparty obligations under its main contract, the Supplier commits to contribute to such obligations in proportion to its participation in the execution of said main contract.

15. TERMINATION

In the event of poor performance by the Supplier of any of its obligations under the terms of an Order, and after formal notice sent by registered letter with acknowledgement of receipt, to remedy the situation within a period of 8 (eight) days, FALGAYRAS S.A.S. shall be entitled to unilaterally terminate the Order, in whole or in part, by simple letter to the Supplier. Termination for fault shall be without prejudice to any other rights or remedies of FALGAYRAS S.A.S.

16. CHANGE IN THE LEGAL STATUS OF THE SUPPLIER

All orders are governed by French law. In the absence of an amicable agreement, the Tribunal de Commerce de TOULOUSE will have jurisdiction.

17. APPLICABLE LAW / JURISDICTION

The Supplier undertakes to declare to FALGAYRAS S.A.S. all modifications that may occur in the structure of its capital such as change of ownership, merger, absorption, as well as any judgement of opening of a judicial procedure.

18. INSURANCE

The Supplier shall take out insurance covering the products assigned, the tools at new value and without deduction, and product liability insurance. Upon our request, the Supplier undertakes to provide us with an insurance certificate covering the guarantees defined above, specifying the events and the capital covered and expressly specifying that they apply to the products supplied and worldwide.

19. SPECIAL OBLIGATIONS

The Supplier is responsible for the selection and monitoring of its subcontractors and suppliers. The Supplier using subcontractors retains full responsibility for the service subcontracted. The Supplier undertakes to : Report any significant structural changes within its organization, in particular Industrial and Quality Maintain the confidentiality of the files entrusted to it Accompany any evolution project with supporting documents proving that the product still meets the initial specifications Pass on the requirements of FALGAYRAS S.A.S. to the subcontractors and suppliers used

20. CONFIDENTIALITY

All documents submitted for the execution of the order are deemed confidential. The Supplier shall therefore not disclose them to any third party.