

GENERAL PURCHASING CONDITIONS - April 2017

Shipments and transport. - Each shipment must be accompanied by a delivery note stating our order references.

All goods travel at the supplier's risk.

If goods are shipped using a haulier or via the postal service, the supplier must insure them, have them sent by registered post or ship them with a declared value if the value of the goods exceeds the maximum compensation payable by the haulier or the authorities in the event that the goods are lost or damaged.

Reception. - If, at the time of the final reception of the goods, these are found to be non-compliant vis-a-vis the order specifications, the supplier may not use the fact that payment has already been made in order to refuse either a free replacement of the defective items or the reparation of the said items by us at its cost, or possibly a reimbursement of the total value of the goods if these are refused.

Delivery dates/lead times. - The delivery dates and lead times are imperative and must be respected. In the event of delays, the order may be cancelled on the scheduled delivery date with no requirement to issue formal notice and without this prejudicing any claim for damages which may be sought as a result of a failure to fulfil the order or delays in doing so.

No delivery may be made ahead of the date stipulated in the order without our prior consent, but if such consent is granted, payment will only be made on the initially agreed date.

Modifications to processes. -The supplier agrees to inform FSP-one of any modifications to the production process and/or the characteristics of the delivered product, of a change of supplier having an impact on the delivered product or of a change of production site.

Quality and the environment. -The supplier agrees to inform FSP-one if substandard products are detected before shipment and obtain our approval or a waiver before delivering these goods.

The supplier also agrees to apply FSP-one's requirements to all major participants in the supply chain and must have appropriate inspections and verifications performed within its supply chain.

The supplier agrees to comply with the order-related requirements and to ensure that it has up-to-date indicators.

Record storage requirements. - The supplier agrees to store the records concerning the quality of the delivered products. FSP-one must be able to consult these records at any time upon request.

Audits and rights of access. - FSP-one will have the right to perform audits within its supply chain, possibly accompanied by its clients, after the latter's acceptance.

Safety and the environment. -The supplier must provide FSP-one with each update to the safety data sheets in French or English. Upon request, the supplier agrees to provide the various certificates relating to the REACH, RoHS or environmental requirements. The supplier must also reply to each request from FSP-one concerning the processing of the waste related to the items it supplies. Where it is concerned by these, it must take account of the loading/unloading protocols and the accident prevention plans put in place.

Invoices. - A single copy of each invoice must be sent to the address shown on the order form

Payment. -By bank transfer at 45 days from the month end or 60 days net from the invoice date.

The payment of invoices received after the 5th of the month following that in which delivery took place will be postponed for one month.

We do not accept the issuing of bills of exchange.

Documents supplied. - Plans, working drawings, sketches, manufacturing drawings, notes, and, more generally, all information communicated to the supplier to enable him to meet our requests or implement our orders are and will remain our property. These may not be divulged under any circumstances.

These requirements must be imposed subsequently by the supplier upon his own suppliers and any possible subcontractors. The documents supplied by us during our consultations must be returned to us with the proposals.

Renunciation. - By accepting this order, the supplier expressly renounces his right to avail himself of the clauses mentioned in his own documents (sales proposal, quotation, order acknowledgement, etc.) when these contradict the clauses of these general purchasing conditions.

Any disputes concerning the performance of this order will be considered the jurisdiction of the courts for the area in which FSP-one's head office is located, even in the event of the introduction of third parties, multiple defendants or summary proceedings.