

MPLUS SAS GENERAL TERMS AND CONDITIONS OF PURCHASE

ANY ACCEPTANCE OF AN ORDER IMPLIES UNRESERVED CONSENT TO THESE GENERAL TERMS AND CONDITIONS OF PURCHASE NOTWITHSTANDING STIPULATIONS TO THE CONTRARY BY THE SUPPLIER.

1 - ACKNOWLEDGEMENT OF RECEIPT:

The Supplier must acknowledge receipt of the orders within eight days.

2 - OPEN ORDER:

Certain products, the consumption of which is repetitive, are the subject of an open order which defines the product, the place of delivery, the price, the purchasing conditions (transport, packaging, etc.), and, solely for guidance purposes, the estimated overall quantities for a given period. The delivery dates and quantities to be delivered are then set by the calls for delivery or delivery programmes. Open orders are not subject to maximum validity limits. Such orders can be supplemented annually by a provisional delivery program which provides, for guidance purposes, the provisional quantities for the year to come. The supplier must limit its commitments (including safety stock) to the quantities stated in the context of our delivery orders.

3 - QUANTITIES:

The quantities requested in the context of orders, delivery orders or time schedules must be respected. Any surplus is returned with postage due.

4 - LEAD TIMES:

The delivery times stipulated by our Company apply to goods rendered to our factory. These lead times, based on our manufacturing programs, must be rigorously respected, but can be modified depending on our needs. Any incident liable to jeopardise compliance with these deadlines must be reported to us immediately. Any order or part of order that is not delivered on the dates listed may be automatically terminated by simple registered letter or by email with acknowledgement of receipt. In the event of delay, rapid shipment may be demanded, at the supplier's expense. No early delivery will be granted without our prior consent.

5 - DELIVERIES:

Unless otherwise stated, our orders are to be delivered "rendered" to our factory, all costs paid up to the delivery location indicated on the order form. For the purposes hereof, delivery shall be deemed to have taken place at the time of arrival at destination in our factory of the goods and supplies ordered. The transfer of risk takes place upon delivery to our factory. All shipments must be announced by a detailed delivery form including, in particular: our order number, our item code and the value of the consigned packaging where applicable.

6 - PACKAGING:

The merchandise ordered shall be packed and shipped by the supplier, in accordance with the Buyer's instructions and general business practices so as to ensure that no damage is caused by weather conditions and transport, and the cost thereof shall be included in the price of the goods unless otherwise agreed between the supplier and the Buyer.

7 - RECEIPT:

All final acceptance operations take place in our factories. The supplier shall not consider our signature or discharge stamp as denoting final acceptance. Non-compliant or defective deliveries are returned carriage due to the supplier, who will therefore be liable for their amount. The supplier shall, should we choose and at its own expense as soon as possible, ensure the replacement of the said supplies or the replacement of all the works and products necessary to make this supply suitable for its intended use, without prejudice to any claims for damages.

8 - RETENTION OF TITLE:

The supplier agrees to waive any retention of title in its favour. Any clause of this kind that may appear in the general terms and conditions of sale or on other documents of the supplier shall be considered null and void.

9 - ASSEMBLY – DIAGRAMS:

The samples, models, plans, calibres and tools made available to our suppliers remain our property: those manufactured at our request by our suppliers for the execution of our orders become our property as soon as they are completed and are invoiced to us: All of these must be attached to the order balance. Their maintenance and repair are the responsibility of the supplier. The supplier is responsible for the tools referred to above and shall bear the cost of all damages they may cause or suffer, including in the event of force majeure. It shall provide insurance for these tools, for their real value, on our behalf at its expense, in particular against the risks of fire, explosion, electrical damage, and theft. The supplier shall take all necessary measures vis-à-vis third parties to make our property rights in such goods enforceable with respect to them, in particular by marking or property plates, or by any other means that unquestionably shows such rights. No part shall be executed by the supplier on behalf of a third party based on our drawings, tools and templates without our prior written consent. Tools may not be transferred, transformed or destroyed without our written permission. The supplier shall make all declarations to the tax authorities for the purpose of paying itself the taxes relating to the use of the tools made available to it, and in particular the current or future direct local taxes for which it would be liable as a result.

10 – INVOICES:

Invoices will be sent in one copy within 48 hours of shipment. They must include our order number, the item code and the name found on the corresponding packing slip.

11 – PAYMENT:

Unless we specify otherwise, payment of invoices will be made at our discretion, by cheque or bank transfer, either 45 days at the end of the month or 60 days from the date of issue of the invoice.

12 - WARRANTY:

The supplier guarantees our Company against all consequences of hidden defects for all its supplies. In the event that any of these prove to be defective after delivery of our products, the supplier undertakes to align its warranty and compensation conditions with those to which our Company is itself bound with regard to its own customers, without prejudice to any other costs or sums the payment of which has been caused directly by this defective supply.

13 - INDUSTRIAL PROPERTY:

The supplier guarantees us against all claims by third parties regarding industrial property rights for all its supplies to our Company. In the event of an amicable or judicial claim on the part of a third party, the supplier shall immediately stand in for us and defend us, it being understood that any sums whatsoever that may be paid by our Company for costs and fees or even for damages paid following convictions, shall be fully reimbursed to us by the supplier. The supplier is required to keep all information provided to it secret. It undertakes to take all necessary measures to prevent its disclosure. Any drawings, documents, plans, models and samples provided to the supplier or of which it has become aware are and remain our exclusive property.

14 - ADVERTISING:

Under no circumstances, and in any form whatsoever, may our orders give rise to direct or indirect advertising.

15 - ADMINISTRATIVE DOCUMENTS:

The supplier must, at our request, send us a K-bis and a certificate of completion of social declarations and payment of social contributions and contributions (URSSAF) every six months, certificates of origin in the event of import and, more generally, any administrative documents that we consider necessary.

16 - CANCELLATION AND TERMINATION:

We reserve the right to cancel and terminate, in whole or in part, ipso jure and without compensation, orders, delivery orders or time schedules, by registered letter or by e-mail with acknowledgement of receipt, if the supplier refuses or is unable to fulfil its obligations in accordance with our specifications.

17 - JURISDICTION-APPLICABLE LAW:

The parties shall endeavour to settle amicably any and all disputes relating to the interpretation or execution of orders. In the absence of an amicable settlement, the Courts of Belfort shall have sole jurisdiction even in the event of a guarantee call or multiple defendants. However, we reserve the right, at our discretion, to bring proceedings before the court of the place where the supplier's registered office is located, if necessary. Only French law shall apply.

18 - INSPECTIONS/VERIFICATIONS:

In order that the quality of the Vendor's work, compliance with the Buyer's specifications, and the Vendor's compliance with the commitments made under the Order can be verified: (a) all goods, materials and services having any relationship whatsoever with the Goods and Services (including in particular raw materials, spare parts, intermediate assemblies, work in progress, tools and finished products) may be inspected and tested by the Buyer, the End Customer or its representative and/or the regulatory authorities, subject to negotiated notice, at any time and in any place, including on the premises where the Goods are manufactured or the Services are performed, whether such premises are located at the Vendor's premises, its suppliers or in any other place; (b) the Vendor's books and records relating to this Order may be inspected by the Buyer, subject to negotiated notice.

In the event of product manufacture from material supplied by the Buyer, under no circumstances may the Vendor replace the latter with a material of its own supply. Where the manufacturing process has undergone a qualification process, compliance with the said manufacturing as validated shall be considered mandatory (means of manufacture, machining program, tools used for production and control, etc.) any proposed change must be notified to the Buyer, who will inform the Vendor in the timeliest manner possible, regardless of whether new qualification, in full or in part, is required. In the event of non-compliance, the Vendor will inform the Buyer in the timeliest manner possible. No repairs may be undertaken without the Buyer's consent. No non-compliant product may be delivered to the Buyer before the latter has given its written consent. After agreement, the products accepted by way of derogation, with or without retouching, must be identified in such a way that they cannot be confused with compliant products.

19 - SUBCONTRACTING:

The Vendor may sub-contract the execution of part of the orders provided that the Buyer has given its prior consent to the sub-contracting and its written consent to the choice of sub-contractor. Any sub-contractor chosen by the Vendor shall be bound by the terms herein.

20 - MISCELLANEOUS:

Any clause having the effect of delaying the transfer of ownership shall be deemed unwritten and unenforceable against our Company. Any clause in these terms and conditions that becomes null and void either as a result of a subsequent change in legislation or regulations, or as a result of a court decision rendered against our Company, shall simply be deemed unwritten, the other provisions remaining in full force and effect.

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