



GENERAL CONDITIONS OF PURCHASE

1- 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.

2 – 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.

3 – 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.

4- Packaging:

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

5- 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.

6- 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.

7- 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.

8. Personal data

SPIRAGINE collects personal data from the contacts of our suppliers.

This personal data is collected for the following purposes: supplier management, prospection, purchase of materials and services, quality monitoring, traceability of materials and services, payments.

Personal information collected by **SPIRAGINE** according to these purchase conditions will not be transferred to a third party, unless there is a legal or contractual obligation.

Each of our supplier's collaborators may exercise their rights to access and correction of their personal data with an email to service.informatique@spiragaine.com or by postal mail to the attention of: Service Informatique SPIRAGINE 1050 rue aux Thuilliers 76320 Saint-Pierre-lès-Elbeuf FRANCE

SPIRAGINE retains collected personal data for the duration necessary to fulfil the purposes listed above in conformity with current legal obligations.