

GENERAL CONDITIONS OF PURCHASE

This order with our special purchasing conditions at the front and general purchasing conditions at the back will be the only agreement governing the relations between Microspire and its supplier for what is the subject of this order. No modification of these provisions may be done without the express written approval of a qualified representative of Exxelia Microspire. References to the offers of the supplier and listed in the order can not modify in any way the content of the order. The supplier's general conditions of sale that can appear on various documents that have been and will be sent to Exxelia Microspire are deemed unwritten.

Prices: Unless otherwise stipulated on the front, prices are fixed and not revisable for goods delivered duty paid, carriage and packing included or according to incoterm negotiated.

Lead time: Delivery dates indicated on the order are binding. They can not be changed without the previous agreement of Microspire. In case of failure to deliver within the time specified on front page, Exxelia Microspire reserves the right to cancel the order and / or reject the goods without any formal notice. If delivery is made in advance against the stipulations of the order, only ordered date of delivery will be taken into account to calculate the invoice due date.

Receipt and Transfer of Ownership: Unless otherwise stipulated on front, the goods reception always takes place in our office Mondays through Fridays from 8:00 to 12:00 and 13:30 to 15:00 except Friday until 14H00. Upon receipt of the goods, we will conduct the goods entrance inspection. Your supplies should not show lower or higher quantities than ordered, no surplus will be taken into account without our formal agreement. The goods must be accompanied by a delivery note which necessarily mentions our order number, full references, the quantities delivered. A certificate of conformity will also be attached. Shipments with parcels containing non reusable packing particles will not be accepted.

Quality control: The product must fulfil the specifications and / or drawing submitted in the case of Exxelia Microspire custom products design and be conforming to sale specifications, in the case of products purchased under supplier's part number. It is the responsibility of the seller to verify that they got the latest edition of the drawings set on the order form. Any non-compliant goods will have to be taken back by seller within 15 days after notification. After this deadline, the good will be shipped back at your expense and risk. The supplier must maintain and archive all records evidence of the correct formulation of the product and its inspection. These should be available to Exxelia Microspire if requested. The supplier undertakes to inform Exxelia Microspire from any changes to the product and eventually wait for Exxelia Microspire approval. It also undertakes to transmit to its own subcontractors the Exxelia Microspire quality requirements in the case they have to intervene. The supplier agrees to allow the regulatory authorities (or clients) to audit the records and facilities related to the manufacturing of products for Exxelia Microspire.

Data Secrecy: The supplier agrees to handle as confidential data related to business with Exxelia Microspire and take all measures to preserve their confidentiality.

Warranty: You guarantee that your products are free from defects and conform to standards and safety regulations in force at the time of delivery. The warranty covers replacement or repair of defective parts, the cost of labor, disassembly and reassembly, as well as shipping, packing and travel. These provisions are without prejudice to the legal warranty against latent defects.

Billing and Settlement: Invoices must be sent to our accounting department and will be settled according to the conditions listed on our order form. They will in any case mention the goods delivery notes numbers and Exxelia Microspire part numbers. The starting point of the settlement will be the date of receipt requested on the order form.

Jurisdiction: for all disputes relating to this order, Jurisdiction will be the Court of Thionville. The applicable law is French law.

Acknowledgment: Acknowledgment of receipt of this order implies acceptance of all these provisions and must be sent within 2 days after receipt of order. After this time, the order and its execution will be deemed made to the conditions hereof.