

ALIAxis GROUP

Terms and conditions of purchase



1. Definitions

The terms below are used interchangeably in the singular and plural.

"Buyer": any company in the ALIAxis group with its registered office in France which places an Order with a Supplier

"Supplier": any company that accepts or executes an Order

"Contract": the whole formed by these general terms and conditions and one or more other documents which complement each other in the order of precedence indicated in article 2.2.

"Order": any request from a Buyer for Goods or Services, regardless of the language used.

"Goods": the goods or products mentioned in an Order

"Services": the services and/or work referred to in an Order.

"Deliverables": the documents, products and materials produced by or on behalf of the Supplier in connection with an Order for goods or Services, in any form or medium whatsoever, including drawings, maps, plans, diagrams, designs, images, computer programs, data and reports, including drafts thereof.

"Specifications": the technical norms and standards applicable to the Goods or Services as expressed by the Buyer, without prejudice to the rules of the art and good industry or sector practice.

"Intellectual or Industrial Property Rights" means patents, utility models, designs, trademarks, service marks, logos, copyrights, know-how, database rights, domain names and all other intellectual or industrial property rights or similar or equivalent rights anywhere in the world now existing or hereafter existing, in each case whether such rights are registered or not, and applications, extensions and renewals relating to such rights.

2. Scope of application

2.1. These general terms and conditions shall apply to any Order placed by a Buyer, the Supplier's general terms and conditions of sale being hereby rendered unenforceable against the Buyer regardless of the manner, medium or time in which they were communicated to the Buyer.

2.2 In the event of a conflict between the various documents making up the Contract, the order of precedence shall be as follows:

1. The Order, including the Specifications,
2. Where applicable, the framework contract that may apply to the Order,
3. These general terms and conditions of purchase,
4. Any other document issued by the Supplier, such as a quotation, to the exclusion of its general terms and conditions of sale.

2.3. No amendment to the Contract will have any effect unless it is expressly accepted in writing by the Buyer.

3. Quality, defect-free and guarantees

3.1. The Goods and Services ordered must comply in all respects with the requirements of the Contract. In particular:

- the Goods must be new, and use only the best materials, be of the best design and workmanship, be of merchantable quality, and be free from defects (hidden or otherwise) at least 10 years after delivery
- the Goods shall correspond in all respects to the samples, models or demonstrations provided by either party;
- the Services will be performed in a professional manner having regard to customary commercial practice and good engineering practice;
- the Services and the Goods (including packaging and labelling) shall be fit for the purpose for which the Buyer expressly or implicitly intended them and, failing this, for the use generally expected of products of the same nature

3.2. The Supplier shall test the Goods prior to delivery to ensure that they comply with the requirements of the Contract and shall provide the Buyer with test certificates where appropriate, in the absence of which the Buyer may reject the Goods

3.3. Prior to delivery of the Goods, the Purchaser shall have the opportunity to inspect and test the Goods without this limiting or affecting the Supplier's obligations under the Contract or the Purchaser's rights.

3.4. The Supplier shall inform the Purchaser at least six (6) months in advance of any manufacturing stoppage or withdrawal from its catalogue of the Goods covered by the Order.

3.5. The Supplier guarantees, for a minimum period of ten (10) years from the date of receipt of the Goods, the supply of all spare parts, components and other elements necessary for the use of such Goods. Failing this, the Supplier shall compensate the Purchaser for the entire loss suffered by the Purchaser as a result of this lack of durability.

4. Hygiene, Health and Safety

4.1. The Supplier declares that it is aware of and complies with the legal and regulatory provisions concerning the hygiene, health and safety of persons and installations applicable to the Goods and Services.

4.2. The Supplier declares that it is aware of and complies with all health and safety requirements or procedures applied by the Purchaser or its customers, as well as the Purchaser's internal regulations in this respect

4.3. The Supplier shall also ensure that its agents and subcontractors comply with these provisions.

4.4. No acceptance report will be drawn up until the site has been cleaned, the premises have been restored and made safe, and everything belonging to the Supplier, as well as any waste or residue, has been removed.

5. Regulations

The Supplier shall comply with all applicable legislation in the European Union as well as in the territory where the Goods are manufactured and the territory where they are to be delivered (or where the Services are to be rendered).

6. Intellectual property and tools

6.1. The Supplier may only use any of the Purchaser's Intellectual Property Rights with prior written authorisation and during the term of the Contract and solely for the purposes agreed.

6.2. Where an Order includes the manufacture of a Good to the Buyer's design(s), the Supplier acknowledges that all Intellectual Property Rights relating to such design(s) shall remain the property of the Buyer and the Supplier shall inform the Buyer as soon as possible of any invention or improvement to the design or method of manufacture arising from the performance of the Order and all Intellectual Property Rights relating thereto shall belong exclusively to the Buyer. The Supplier shall provide the Purchaser, at the Purchaser's expense, with all assistance necessary to enable the Purchaser to obtain the benefit of all such rights, whether or not they are capable of being registered in any part of the world.

6.3. The Intellectual Property Rights in the Deliverables or in the Services supplied to the Buyer are transferred to the Buyer, who may freely exploit these rights in all forms, in all languages and on all media, throughout the world without any time limit.

6.4. The materials, equipment, tools, dies, jigs, patterns, moulds and all Intellectual Property Rights in all drawings, specifications and related data supplied by the Buyer or not supplied but purchased, manufactured or developed by the Supplier specifically for the manufacture of the Goods (collectively referred to as "Tooling") and which are to be paid for by the Buyer, directly or indirectly, shall be the exclusive property of the Buyer and the Supplier shall be custodian thereof on behalf of the Buyer. The tooling shall be identified by the Supplier on its premises as being the property of the Purchaser by any appropriate means. In the event of termination of the contract, the fact that the full price of the tooling has not yet been paid by the Purchaser will not affect the Purchaser's ownership of this tooling, subject to payment of the balance.

The Supplier shall use the tooling exclusively for the performance of one or more Contracts, shall not remove from its premises, move, modify, reproduce or destroy the tooling without the prior written consent of the Purchaser.

6.5. The Supplier expressly waives any right of retention on the said tooling and shall return it to the Purchaser at the first request, in perfect working order with complete technical documentation, including all detailed drawings relating thereto.

6.6. The Supplier guarantees that :

- the Tooling will meet the Buyer's specifications; and,
- it will maintain, repair and/or renew any damaged, lost or worn-out equipment and will insure such equipment at its own expense at its replacement value.

7. Delivery - Performance

7.1. The Goods shall be adequately protected against any damage or deterioration during transport and shall be delivered to the place indicated in the Order in accordance with the transport or packaging instructions given by the Buyer.

7.2. The Services may not be delegated or subcontracted without the prior written agreement of the Buyer.

7.3. The time and date of delivery or performance shall be specified in the Order or in a programme agreed with the Purchaser. The delivery or performance time is an essential element of the Contract, non-compliance with which shall constitute a serious fault on the part of the Supplier, who shall compensate all the consequences thereof.

7.4. The Supplier shall invoice the Purchaser upon dispatch of the Goods to the Purchaser in accordance with the provisions of Article 10.

7.5. The Supplier shall ensure that each delivery is accompanied by a delivery note indicating, inter alia, the Order number, the date of the Order, the number of packages and their contents and, in the event of partial delivery, the balance still to be delivered. If requested by the Buyer, information relating to the Goods must be provided free of charge at the time of delivery, including, without limitation, a certificate of origin and conformity.

7.6. Unless otherwise stipulated in the Order, deliveries will only be accepted during the Buyer's normal business hours.

7.7. If Goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be required to pay for the excess, which shall either be returned at the Purchaser's expense or stored at the Supplier's risk.

7.8. If the Goods are delivered before the scheduled date, the Purchaser may refuse them at the Supplier's expense or accept them, but he shall not be obliged to pay for them before the date originally scheduled for delivery.

7.9. The signing of a delivery note or confirmation of completion of the Services shall under no circumstances be considered as acceptance of the Goods or Services and shall not release the Supplier from its warranty obligations.

7.10. The Buyer reserves the right to refuse any goods or services that do not comply, in terms of quality, quantity or description, with the provisions of the Contract within fourteen (14) days of delivery

7.11. Without prejudice to any other right or remedy that the Buyer may have, if all or part of the Goods or Services do not comply with the Contract, the Buyer shall be entitled to:

- cancel the Order
- reject the Goods (in whole or in part), return them to the Supplier at the latter's risk and expense, and obtain full reimbursement for the products thus returned;
- give the Supplier the opportunity, at its own expense, to remedy any defect in the Goods or Services or to provide replacement Goods and to carry out any other work necessary to ensure that the conditions of the Contract are fulfilled;
- to refuse to accept any other delivery/supply of products or services without any liability to the Supplier;
- to obtain supplies from a third party of its choice, until such time as the Supplier remedies the breach, all additional costs incurred by the Purchaser in this respect being borne by the Supplier; and
- to claim any damages it may have suffered as a result of the Supplier's breach(s) of the contract.

8. Risk - Property

8.1. Unless otherwise specified in the Contract, title to and risk in the Goods shall pass to the Buyer upon signature by the Buyer of a delivery note.

8.2. The Supplier waives any right of retention or claim it may have.

8.3. All returnable packaging materials must be clearly labelled with the Supplier's name and address and must be promptly removed delivery. In the absence of such labelling or prompt removal, the Purchaser shall have no liability in respect thereof.

9. Prices

9.1. The price of the Goods indicated in the Order is considered DDP (Incoterms 2020), excluding value added tax but including all other costs and duties up to the contractual delivery point

9.2. The price of the Services is firm and non-revisable, unless otherwise agreed in writing by the Buyer, and includes all ancillary costs (tools, travel, licences, transport, packaging materials, etc.).

10. Billing and payment

10.1. If an invoice is sent with the Goods, a separate tax invoice must be sent separately to the Buyer's accounts payable department.

10.2. The invoice must clearly indicate :

- Tax identification of the Supplier and the Purchaser,
- The Buyer's purchase order number(s) and order line(s),
- The Supplier's delivery note number(s).

10.3. Unless otherwise agreed, the Buyer shall pay the price of the goods no later than sixty (60) days net (thirty (30) days net for road carriers) from the date on which the Buyer has received a correct invoice.

10.4. The Buyer shall not be obliged to pay any advance payments in the event of incomplete deliveries.

10.5. The Purchaser may ask the Supplier for documents demonstrating that it is the final beneficiary of the payments and of the account indicated on the invoice.

10.6. Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount due at any time from the Supplier to the Buyer against any amount payable by the Buyer under the Contract.

11. Liability and Insurance

11.1. The Supplier indemnifies the Buyer against all liability, loss, damage, loss, costs, charges and expenses (including legal fees) incurred or paid by the Buyer as a result of or in connection with :

- any claim by a third party alleging bodily injury, material or commercial damage, a warranty claim or any other claim relating to an actual or supposed defect in a Good or to a non-conforming Good;
- breach by the Supplier of any representation, warranty, term or condition of the Contract;
- any negligent act, omission or misrepresentation by the Supplier or any of its affiliates or any alleged or claimed infringement of any intellectual property right;
- any breach of tax or social security legislation and/or any payment that the Purchaser is obliged to make to a government authority as a result of the Supplier's failure to meet its tax or social security obligations.

11.2 Without limiting the Supplier's liability under the Contract, the Supplier shall take out and maintain, throughout the period during which the Supplier sells Goods or renders Services to the Buyer, a general public liability insurance policy (including environmental damage), a post-delivery product liability insurance policy and, where it provides Services, professional indemnity insurance, with a first class insurance company, providing cover for claims in all territories and covering at least €10 million per claim and €10 million in the aggregate.

11.3. The Supplier shall provide the Purchaser, within eight (8) days of a Contract and/or upon request, with a certificate of insurance relating to these policies, indicating in detail the main cover, the amounts insured per claim and per year, any excesses and the period of validity of the policies.

12. Confidential

12.1. The Supplier shall keep strictly confidential all technical know-how, specifications, inventions, processes, ideas, trade secrets, inventions, business information and any other information which must reasonably be regarded as confidential and which has been disclosed by the Purchaser or its affiliates to the Supplier or its affiliates or to its personnel or agents. The Supplier shall limit the disclosure of such confidential material to its employees, agents or subcontractors who need to know such material in order to perform its obligations to the Purchaser and shall ensure that such employees, agents or subcontractors are subject to the same confidentiality obligations as are binding on the Supplier.

12.2. The Supplier shall be solely liable to the Purchaser for any breach of the above confidentiality obligations.

12.3. The Supplier shall not advertise the fact that it is supplying Goods to the Purchaser without the Purchaser's prior written consent. The Supplier shall comply with the provisions of this clause for a period of five (5) years after the termination of the Contract for any reason whatsoever.

13. Cancellation

13.1. The Buyer has the right to terminate all or part of an Order or Contract at any time without compensation:

- without reason against payment of the direct and justified costs incurred by the Supplier;
- if the Supplier fails or threatens to fail to comply with any of the conditions of the Contract; or
- if an attachment, execution or other similar procedure is carried out at the Supplier's expense; or
- if the Supplier becomes subject to a composition, bankruptcy, liquidation, receivership or other similar proceedings, or if it is unable to honour its financial obligations to its suppliers or creditors; or
- in the event of a change of direct or indirect control of the Supplier; or

13.2. Termination of the contract, for whatever reason, shall not affect the rights and obligations of the Purchaser. The Supplier must transfer title and deliver to the Purchaser all Goods, whether completed or not, and all tools. If the Supplier fails to do so, the Purchaser may enter the Supplier's premises and take possession thereof. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe custody and shall not use them for any purpose not related to the Contract.

13.3. Any provision which, expressly or impliedly, is intended to remain applicable after termination of the Contract, including, but not limited to, provisions relating to confidentiality, remedies, indemnification and warranties, shall continue to apply for as long as necessary.

14. Transfer

The Supplier shall not subcontract its rights or obligations or assign the Contract or any part thereof without the prior written consent of the Purchaser.

The Buyer may assign the contract or any part thereof to any person, firm or affiliated company.

15. Force Majeure

15.1. Neither party shall be liable for the non-performance of its obligations under a Contract if such non-performance results from circumstances qualified as force majeure by the applicable case law.

15.2. If one of the parties is affected by an event of force majeure, it will do everything in its power to avoid the consequences of the event of force majeure and will notify the other party without delay of the nature of the event of force majeure, the expected consequences and the duration of its default due to force majeure.

15.3. If an event of force majeure exceeds a continuous period of one month, the other party may terminate the Contract by giving written notice and without incurring any liability to the other party, with the exception of rights and liabilities arising prior to termination which shall continue to subsist.

16. General

16.1. If any provision of the Contract is held, in whole or in part, to be illegal, invalid, void, unenforceable or excessive by any competent body, it shall, to the extent of such illegality, invalidity, voidness, unenforceability or excess, be deemed severable from the other provisions of the Contract and the parties shall endeavour to negotiate a clause which is as close as possible to the severed clause in nature and effect.

16.2. The Buyer's failure or delay in requesting the application of any provision of the Contract shall not be construed as a waiver of the right to subsequently avail itself of such provision.

16.3. Any waiver by the Purchaser of any breach or default of any provision of the Contract by the Supplier shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.4. Each right or remedy of the Buyer under the Contract is, notwithstanding anything to the contrary, without prejudice to any other right or remedy of the Buyer, whether under the Contract or at law

16.5. Any notice to be served under these terms and conditions must be in writing and sent by registered post with acknowledgement of receipt.

16.6. The Contract and any part thereof shall be governed by and construed in accordance with the laws of France, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, Vienna, dated 11 April 1980, any law implementing that Convention and any conflict of laws provision.

16.7. Any dispute arising out of or in connection with the contract which cannot be settled amicably shall be brought exclusively before the competent courts Paris.

17. Governance

17.1. Code of conduct

The Supplier shall comply with the provisions of the Aliaxis Supplier Code of Conduct available at the following address: https://aliaxis.com/www23/wp-content/uploads/ALIAxis_Supplier_Code_Of_Conduct_2023.pdf

17.2. Compliance

The Supplier will collect, process and transfer all personal data under this Agreement in accordance with applicable privacy laws and regulations and will not transfer such data to any third country.

17.3. Export controls

The Supplier confirms that it has implemented procedures and controls to ensure compliance with the laws on customs, export control and sanctions, on the import of Chemicals (REACH), on the Carbon Border Adjustment Mechanism (CBAM), on minerals (gold, tin, tantalum and tungsten) or products made from these minerals originating from conflict zones and agrees to provide the Buyer with all the information necessary to comply with these regulations.

In addition, the Supplier undertakes not to (directly or indirectly) sell, supply, ship or otherwise procure for the Company Controlled Products manufactured by / in, purchased from or obtained from (i) persons and/or entities subject to financial sanctions administered by the European Union, the United States and/or any other relevant state (ii) countries or regions subject to such sanctions, including, but not limited to, Belarus, Crimea and Sevastopol, Cuba, Iran, Libya, Myanmar/Burma, North Korea, Russia, Sudan (North and South), Syria, Venezuela, Yemen or the Russian-controlled regions of Ukraine (Donetsk, Kherson, Luhansk and Zaporizhzhia), without the prior written consent of the Company.

17.4. REACH (for products containing chemical substances)

The Supplier expressly undertakes that all chemical substances contained in the products and/or materials supplied under this Agreement (including substances that the Supplier does not manufacture or import) shall comply in all respects with the provisions of (i) European Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, which entered into force on 1 June 2007 (the "REACH Regulation"), including, where applicable, by being submitted for registration to the European Chemicals Agency in accordance with the legal registration deadlines, and (ii) European Regulation (EC) No 1272/2008 on classification, labelling and packaging, which entered into force on 20 January 2009 (the "CLP Regulation").

The Supplier expressly undertakes to provide the relevant information, and where applicable the REACH notification for imports from outside Europe, in accordance with the REACH Regulation and the CLP Regulation for any substance, material or chemical product supplied under this Contract, including but not limited to the information provided in the relevant Safety Data Sheet or other similar material attached to this Contract, unless otherwise agreed in writing by Aliaxis.

17.5. Persistent Organic Pollutants (POPs)