

**1- Definition and scope**

These general purchasing conditions apply to all purchases made by a subsidiary of Sipalax 2, designated as Groupe LACROIX: purchases of any products and, purchases of services. Any acceptance of an order by the supplier therefore implies acceptance of these general purchasing conditions.

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In the text below, the term "product" covers the meanings of product and service Groupe LACROIX is designated below by the term « customer ».

Supplier/Provider: refers to the co-contractor of the Customer who undertakes to deliver the good(s) or perform the service(s) which are the subject of the contract. The terms « Supplier » and « Provider » are used here for convenience and do not imply any assessment of the legal nature of the contract between the parties. Performance: shall mean the performance by Supplier/Contractor of all of its contractual obligations, including delivery.

**2- Order**

Any order placed with the supplier must be systematically written confirmed within 3 working days, in accordance with the terms indicated on the order and the general purchasing conditions.

The supplier undertakes to respect its contractual deadline, with a tolerance of +/- 2 working days.

**3- Characteristics of the product or service purchased**

For any product purchased, the declaration of composition is transmitted to the customer before the first delivery by the supplier.

The supplier undertakes to fully comply with the specifications of the product/service ordered: specifications, technical data sheets, contract, characteristics defined by the supplier himself. Any change in the characteristics of the product or service purchased, in particular the quality of the supply, must be accepted by the customer, before delivery. Any failure to comply with this rule may result in the cancellation of orders in progress and commitments made.

**4- Pricing, Rebate and -End of the year Discount**

The constitutive elements of the price, discounts, RFA (=End of year discounts) or rebates are specified by written agreement with The Supplier, in full compliance with the legislation in force (=the current legislation). Discounts are expressed off invoice unless otherwise agreed between the parties.

**5- Transportation and delivery**

Unless otherwise agreed in written between the parties, the purchase prices are DAP (ICC INCOTERMS®2020) to the address of the Lacroix site. The transportation is therefore at the supplier's expense and under the supplier's full responsibility. The transport takes into account the specifications expressed by the customer. In case of bankruptcy of the supplier, all goods awaiting delivery are collected by Customer and invoiced at the ex-works price.

**6- Shipping method**

Any shipments must be accompanied by the necessary following documents: Packing List, Bill of lading, specifying below informations:

- The customer's order number,
- The method of shipment,
- The description of the goods shipped,
- The quantity in order units for each product,
- The name of the carrier.

As well as any other document that may be required: custom's documentation, certificate of conformity, certificate of analysis, washing certificate, or any other document specified in our purchase specifications.

The packaging of the goods constitutes an effective and adequate protection allowing to preserve the integrity of the said goods to the place of delivery, including unloading.

The special conditions of the order shall specify the terms and conditions applicable to bulk shipments.

**7- Receipt, complaint**

In the event of non-compliance with the contractual specifications noted upon receipt, while use, and in the product/service (=good / service) delivered by the customer, the supplier shall be informed by means of a written complaint.

If the damage is due to transportation, a reservation is formulated on the bill of lading.

In case of defective goods, shall be negotiated : either goods are shipped back to The Supplier, under his responsibility and at his costs , or are destroyed after a written agreement by The Supplier and at his costs.

**8- Quality management**

The supplier undertakes, through the implementation of a quality management system, to provide to the customer all the elements that enable him to identify the origin, the place and the date of production of goods or of the subcomponents, the quality controls carried out, the serial or batch numbers.

Following the dispute and upon request from Customer, a corrective action plan is submitted by the supplier. The customer reserves the right to conduct an audit in order to evaluate the supplier.

If the supplier avails himself of a certification granted by a third party, the abandonment or the loss of this certification will be the subject of an information to the customer within one week

**9- Transfer of property**

Unless otherwise stipulated in the order, the transfer of property takes place upon receipt, known as compliant and complete.

**10- Invoicing**

Invoices shall be sent in duplicate to the place of delivery of the product and shall include the items of the consignment note (in particular the order number) as well as price's conditions agreed.

The invoices must include the necessary bank details, including the IBAN number of the account to be credited.)

**11- CSR policy (Corporate Social Responsibility)**

The CSR policy is defined in accordance with the ethical principles of Customer and its desire to respect and promote the asserted principles by social and responsible purchasing in terms of :

- Management system
- Management of raw materials and services (resources)
- Political specific commitments to the supplier
- Various third party certifications (Iso, Ecovadis, FSC, ...)

The supplier/service provider undertakes to follow this policy, to document and communicate to Customer any of the commitments made. Any update or new commitment must also be communicated.

The ambition of the Group's CSR policy is to propose responsible ways of consumption, and to improve the sustainability of its business model by supporting the trust granted by the main stakeholders with whom it maintains a constant dialogue.

The commitments and associated actions are deployed in respect with the local cultures and practices of the countries in which the Group operates.

**12- Industrial property and confidentiality**

The supplier considers shared information as strictly confidential and is prohibited from disclosure, as of equipment, model, plan, specification, technical data or formula or concept... Acknowledged during the pre-contractual or contractual relations with Customer, without written agreement required.

**13- Loan of equipment and tools**

The property of tools manufactured or acquired by the Supplier specifically for the needs of a contract (including models, dies, molds, jigs, accessories and equivalent equipment) shall be transferred to Customer starting from its conception or acquisition. The Supplier shall send such tooling to Customer when requested by the latter. When Customer delivers materials to the Supplier free of charge for the purposes of the contract (including models, dies, molds, jigs, accessories and equivalent materials), such materials shall be and remain the property of Customer. The Supplier shall maintain such equipment in good shape. The Supplier shall refrain from using such equipment outside the scope of the contract. Any damage or deterioration of which this equipment may be subject as a result of improper use or negligence on the part of the Supplier shall be repaired at the latter's expense. Without prejudice to the other rights of Customer, the Supplier shall return such material to Customer upon request, whether or not they are still being used by the Supplier.

**14- Force Majeure**

In case of the supplier intends to invoke force majeure, he shall promptly notify the customer in written to justify his inability to meet with his obligations and of any consequences, direct or indirect. The customer shall have the right to take whatever steps he deems necessary to protect his interests. The Parties shall cooperate to mitigate the effects of force majeure. The customer may exercise his rights to cancel the Order as provided in the GPC, without compensation. The Supplier shall bear the costs resulting from the force majeure event.

The Parties expressly agree that an internal strike shall not constitute force majeure within the meaning of this Article.

**15- Insurance and Jurisdiction**

The Supplier must insure himself in accordance with common law and in such a way to fully financially support any damage that may be caused by his products or by any deficiency. Customer may ask the Supplier for all proof of the existence of the said insurance policies.

Any dispute concerning these conditions and which has not been crumbly solved shall be settled definitively in accordance with the national law of Customer subsidiary concerned and its jurisdiction.