

GENERAL PURCHASING TERMS
unless otherwise specified in the order

Orders

The orders of CFS CELLPACK PACKAGING, to be worth acceptance of the offer of the supplier are valid only confirmed by a regular order emitted by email or postal way. All correspondence and documents (order confirmation, delivery notes, etc..., with the exception of invoices) relating to an order or its execution, must be addressed to CFS CELLPACK PACKAGING purchasing department issuing this order, which is the only one authorized to place orders. The dates and references of the order will have to be imperatively reminded.

All clauses contrary to these terms of purchase which are not subject to special agreements to the contract are invalidated and cancelled, in particular those which would be printed in the general conditions of sale, delivery notes, invoices, etc... of the SUPPLIERS of CFS CELLPACK PACKAGING.

Order confirmation

All orders must be confirmed by the SUPPLIER within 8 calendar days. After this period, the SUPPLIER is supposed to agree all the terms of the CFS CELLPACK PACKAGING order. Any clause to the contrary of the order or contract it may contain (in particular by reference to general terms and conditions of sale) will have no contractual value and will therefore be unenforceable against CFS CELLPACK PACKAGING.

Subcontracting :

The supplier may not, without our prior written authorization, subcontract the execution of all or part of the order.

Services:

The supplier responsible for services commits himself to respect the regulations and the particular means, specific to the execution of work inside our establishment and its surroundings.

He shall be solely responsible for any accident or damage, whether physical or material, occurring as a result of his service, the presence of his personnel or his equipment.

At our request, he is obliged to produce proof of the necessary insurance cover.

Supplies of products and packaging, in particular those for food, human or animal use, must meet the requirements of the regulations in force outside the execution of the order.

Delivery time :

The delivery time indicated is imperative and is understood to be FOR GOODS RETURNED TO DESTINATION. Any delay, whatever its reason, occurring during the execution of the order must be reported in good time with all supporting explanations. In the event of delay, CFS CELLPACK PACKAGING reserves the right to require expedited shipment at the expense of the SUPPLIER without prejudice to the application of the articles PENALTIES AND DEFAULT.

Penalties :

In the event of late delivery, an indemnity set at 1% of the amount of the order before tax is due for each week of delay. This allowance is acquired by right to CFS CELLPACK PACKAGING by the only fact of the non-delivery on the date indicated. In addition, the amount of the damage suffered may be debited to the defaulting supplier in addition to the above-mentioned indemnity. The payment of penalties is not a discharge and does not exonerate the supplier from the perfect execution of its contractual obligations. Lastly, CFS CELLPACK PACKAGING is authorized to make the defaulting supplier bear the entirety of the penalties that it incurs because of the supplier's default, penalties that the supplier declares to be aware of.

Default:

In the event of failure by the supplier to respect one of its obligations, CFS CELLPACK PACKAGING reserves the right to cancel and/or solve all or part of the order without prejudice to any damages.

In addition, CFS CELLPACK PACKAGING reserves the right to address itself to whomever it wishes to obtain the execution of the order. In this case, the difference between what CFS CELLPACK PACKAGING will pay on this occasion and what CFS CELLPACK PACKAGING would have had to pay in execution of the order, as well as the expenses caused by this new contract, will be the responsibility of the supplier.

Shipping and transfer of ownership :

The goods and materials must be delivered to the address mentioned in the order.

Regardless of the terms and conditions of shipment and transport, the goods and equipment shall travel, under all circumstances, at the risk and peril of the supplier who shall take out all necessary insurance, in particular against operating losses.

Unless otherwise stipulated, the supplies shall be understood to be returned to our factory, including packaging and possibly customs clearance.

The transfer of ownership of the materials and goods, which are the subject of the order, shall take place upon receipt thereof or in accordance with the clauses of the Incoterms in force.

Provisional acceptance:

For each delivery, our suppliers must attach a packing list and delivery note showing the references of our order and indicating the date and dispatch mode, the number and description of the packages, their brands, details of the contents of each of them, gross and net weight.

The provisional reception is pronounced at CFS CELLPACK PACKAGING, after verification of the conformity to the stipulations of the order.

Definitive acceptance:

The final acceptance is pronounced in principle at the release for consumption, unless otherwise specified. The methods of acceptance are defined in the specifications or in the order.

Warranty:

In addition to the contractual guarantee negotiated with the supplier, the materials, goods and work benefit from the legal guarantee, in accordance with French law, even after final acceptance by us (Civil Code - Articles 1625, 1641 and following up to 1646).

The contractual guarantee takes effect on the date the goods are released for consumption or the date the equipment is put into use or the work is accepted.

Price:

Unless otherwise stipulated in the contract and the order, the prices indicated are firm, definitive and non-revisable. In particular, are not opposable with the purchaser the changes in price or time resulting from the modifications of data, signified at the time of the agreement of the signatory of this order, only entitled to engage CFS CELLPACK PACKAGING commercially.

Invoices:

No invoice opens right to a payment if the corresponding delivery was not the subject of an explicit acceptance of CFS CELLPACK PACKAGING or if the terms of the invoice are not in conformity with the order.

Payments:

The payments of CFS CELLPACK PACKAGING are carried out by transfer under the negotiated conditions recalled in the body of the order, and in accordance with the laws in force if necessary, as from the date of accepted invoice.

Cancellation:

The order can be cancelled by CFS CELLPACK PACKAGING, without compensation, in whole or in part by simple registered letter, in the following cases:

- a) subcontracting without the prior approval of CFS CELLPACK PACKAGING,
- (b) delay in the delivery of all or part of the supplies,
- (c) fraud of any kind regarding the quality or quantity of supplies,
- (d) a supply that is rejected and not replaced within the time limit,
- (e) bankruptcy or compulsory liquidation of the supplier.

In all cases of termination, CFS CELLPACK PACKAGING shall have the right to search, at the expense of the defaulting supplier, for all or part of the undelivered or rejected supplies.

If CFS CELLPACK PACKAGING is thus led to have to pay prices higher than those envisaged in the cancelled order, the failing supplier will be held to refund with this one the difference, without damage of all expenses, right, tax and accessory and any damage consecutive to the cancellation.

Force majeure:

Neither party shall be required to meet its obligations in the event of force majeure.

The supplier undertakes to inform us immediately, by registered letter, of the occurrence of an event constituting force majeure. 15 days after receipt of this letter and unless the event ceases, the present order may be cancelled by right without compensation from us.

Treatment of disputes:

Goods or materials recognized as not conforming to the order will be refused.

1. - Suppliers shall be notified by mail and in detail of the rejected goods held at their disposal for a period of one month, for possible visit and removal by a carrier of their choice. After this period, the goods will be delivered to a carrier designated by CFS CELLPACK PACKAGING.
2. - Suppliers are liable for damages caused to CFS CELLPACK PACKAGING due to defects, whether apparent defects or hidden defects (Civil Code - Articles 1625, 1641 to 1648). CFS CELLPACK PACKAGING charges all costs and expenses such as:

- Machine stoppage and lost production time,
- Material waste related to the defect,
- Sorting costs, rewinding, etc... with the aim of using goods refused by the Quality Department and if a replacement proves impossible within the time limit set for the dispatch of customer orders,
- Handling, packing and loading charges,
- Postage and packing.

3. - Payment for returns will be made by credit note within one month from the date of claim. After this term, the estimated amount will be deducted from a current invoice.

The unit values of the supplies shall be those invoiced by the supplier insofar as the goods do not give rise to any request for replacement.

Disputes shall be paid on the due date of the payments provided for the rejected goods. If this date has expired, payment within 10 days will be requested.

4. - Some rejects may result in a request for replacement within a time frame compatible with CFS CELLPACK PACKAGING business requirements.

If this deadline is exceeded, CFS CELLPACK PACKAGING is able to charge the supplier for the commercial loss suffered. The replacement of a non-conforming batch shall be invoiced at the unit price of the rejected batch.

5. - Some non-conforming supplies may however be downgraded for a different use.

Disputes:

BY EXPRESS AGREEMENT BETWEEN THE PARTIES, THE COURTS OF MULHOUSE SHALL HAVE SOLE JURISDICTION TO HEAR DISPUTES OR CONTESTATIONS OF ANY KIND, NOTWITHSTANDING ANY CLAUSE TO THE CONTRARY WHICH IS DEEMED TO BE UNWRITTEN.

MPDA – 7/05/2020