

 <b>kuglerbimetal</b>	<b>General purchase conditions</b>	<b>D01_PO5</b>
<b>30-08-2023</b>		<b>Index: 2</b>

## 1. Orders and confirmations

They are exclusively governed by these general purchase conditions unless otherwise stated in the order.

If Kugler Bimetal SA requests confirmation of the order from the supplier, it must be sent to Kugler Bimetal SA within 4 days. The contract will only be effective once it has been received.

The supplier's general conditions are not integral to the contract unless Kugler Bimetal SA expressly accepts them in writing.

## 2. Deliverable quantity

No excess over the requested quantity will be accepted unless accepted by Kugler Bimetal SA (before delivery). Kugler Bimetal SA reserves the right to return to the supplier, transport at its expense, any surplus which has not been the subject of a duly accepted request for exemption.

## 3. Price

Kugler Bimetal SA does not accept any reservation or price change in the purchase agreement unless otherwise agreed upon.

Prices are understood to be free of charge at Lignon, Geneva, unless otherwise stated on the order. Prices are expressed in the currency of the country of origin.

## 4. Times of delivery

The agreed deadlines must be strictly respected.

The supplier must act without delay to prevent imminent or recognisable delays and inform Kugler Bimetal SA in writing.

In the event of a delay, Kugler Bimetal SA reserves the right to cancel its order if the internal usage requirements of Kugler Bimetal SA no longer allow acceptance of a new delivery date.

When the products are delivered late, a fine equal to 0.15% of the total amount of the order will be deducted per day until the time of delivery. The fine may not exceed 8% of the total order amount. These clauses also apply in the absence of the documentation requested at the time of the order.

## 5. Shipments

Shipments are to be made in suitable packaging, ensuring the integrity of the product (protection against shocks, moisture, corrosion, etc.).

All deliveries must be accompanied by a detailed delivery note which, in addition to the usual address information of the supplier, must mention the following references: order number, date, reference name, item reference numbers, production order reference when applicable, quantities requested, quantities delivered, and specifications of the goods shipped. Specific documentation may be requested with the order (material certificate, safety data sheet, etc.). In the case of partial delivery, the delivery date of the order balance must be specified on the delivery note.

For batch deliveries from different sources or manufacturers, traceability must be ensured by separating and unambiguously identifying the different articles.

Kugler Bimetal SA reserves the right to refuse deliveries with defective packaging, marking, or documentation, as well as partial or advance deliveries not agreed in writing, or to accept and store them at the supplier's expense and risk until the contract's normal performance.

## 6. Quality

### 6.1. General Requirements

The supplier's quality management system must comply with the requirements of the ISO 9001 standard. It must meet the requirements specified in the order, as well as the requirements defined in the general purchase conditions stipulated in the order.

### 6.2. Counterfeit products

The supplier undertakes to deliver compliant products and to fight against counterfeit products, both qualitatively and quantitatively.

Any suspicion of counterfeiting must be reported to Kugler Bimetal.

### 6.3. FOD

The supplier undertakes to train its personnel in the detection of FODs (Foreign Object Damage), as well as the conduct to avoid them.

### 6.4. Chemicals

In the case of the supply of chemical substances, the supplier shall provide the updated Technical Data Sheet and Safety Data Sheet. The supplier also undertakes to transmit, at Kugler Bimetal's request, its RAEC, RoHS, and other declarations so that Kugler Bimetal can meet its legal obligations.

### 6.5. Audit

The supplier must have a satisfactory quality assurance system to properly perform the products and services ordered. Kugler Bimetal SA reserves the right to approve this quality assurance system.

The supplier undertakes to allow free access to its premises by persons authorised by Kugler Bimetal SA, Kugler Bimetal SA's customers, and the competent authorities (aeronautical authorities in the case of products made for aeronautics) to carry out audits to verify the company's quality assurance and process control provisions.

### 6.6. Corrective actions

The supplier undertakes to carry out the corrective or improvement actions required by Kugler Bimetal SA in the context of the audits or non-conformities found on the products delivered by the supplier.

### 6.7. External production

The supplier does not always have the tools and processes required to produce the product, so it may have to outsource an operation. This subcontracting may not be carried out without informing Kugler Bimetal SA. The supplier is responsible for the quality of the service provided by its subcontractor.

### 6.8. Quality assurance

For the supply of the references listed in the appendix, the buyer will work with the supplier for quality assurance. As such, the supplier undertakes to check the delivered parts in accordance with the Kugler Bimetal SA specifications.

### 6.9. Control

If requested on the order, the inspection reports must be attached to the parts at each delivery until the manufactured batch is completed. The choice of measuring and monitoring devices used to check the parts is left to the supplier unless specifically indicated by Kugler Bimetal SA.

## 7. Non-conformity

### 7.1. Non-conformity detected at the supplier

In the event of non-compliance detected at the supplier, it may, if it considers the defect acceptable, submit a written request for exemption to Kugler Bimetal SA, who will decide whether or not to accept the request. No delivery of non-conforming products will be made before receiving a formal acceptance by Kugler Bimetal SA. In the case of acceptance, the delivery documents must clearly refer to the accepted exemption request. In the case of refusal, the supplier undertakes to destroy the parts concerned to avoid any risk of mixing them with the production pieces.

### 7.2. Non-compliance detected at Kugler Bimetal SA

The supplier undertakes to implement all necessary means to ensure the conformity of the products with the definition documents and the terms of this contract. As such, the buyer reserves the right to claim financial compensation from the supplier for the costs generated in the event of proven non-compliance with the supplies covered by this contract.

Any non-conformity detected at Kugler Bimetal SA will be reported to the supplier through a supplier non-conformity. This document may be accompanied by a return if the products are not usable in their current state.

The supplier shall immediately take all steps to deliver new compliant products and implement corrective actions, which shall be documented and forwarded to the Kugler Bimetal Quality Department within one month.

The implementation of corrective actions may be verified by Kugler Bimetal SA during specific visits.

## 8. Copyright and obligation of discretion

Kugler Bimetal SA reserves all its rights relating to documents such as plans, drawings, technical documents, samples, software, and other specifications that Kugler Bimetal SA makes available to the supplier to execute the order. The supplier may only use the documents and related information in the context of the execution of the order. Without the prior written consent of Kugler Bimetal SA, it is not permitted to manufacture products for third parties based on such documents or information nor to copy, reproduce, transfer, transform, destroy, or make them accessible to third parties in any way whatsoever, wholly or partially, as long as the order does not require it.

The supplier assumes the custody and integrity of this information until Kugler Bimetal SA has decided on it.

In case of a breach of this clause, Kugler Bimetal SA reserves the right to claim damages from the supplier.

## 9. Warranty

The supplier is responsible for apparent or hidden defects in all its supplies. This responsibility also extends to supplies whose manufacture was partially or totally entrusted to a third party.

The supplier is obliged to inform Kugler Bimetal SA without delay of any defect, whether real or suspected, found in its manufacture of which it has become aware, to limit the consequences.

## 10. Data Protection

The supplier will ensure the protection of the data by appropriate measures and undertakes to take all necessary measures, particularly with its eventual subcontractors, to prevent the dissemination of information received for the execution of an order.

## 11. Invoice

The supplier shall prepare an invoice for each delivery containing the supplier references, the delivery note numbers, the order number, the date, the reference name, the reference of the production order where applicable, the reference numbers of the articles, the specifications of the goods shipped, the quantities delivered, the place of delivery, and the method of shipment.

## 12. Payments

Invoices are to be prepared in duplicate. Payment of the goods by Kugler Bimetal SA will be made after receipt and control of the goods and compliance with delivery/invoicing.

The payment terms will be determined on the order at the origin of the delivery.

## 13. Responsibility

During the contract period, each party will be fully responsible for health, environment, safety, and security and have insurance covering their own personnel, equipment, and facilities.

### 13.1. Corporate Social Responsibility (CSR):

13.1.1 Non-discrimination: The supplier undertakes not to discriminate against its employees or subcontractors based on race, colour, sex, age, religion, sexual orientation, national or ethnic origin, disability, or any other protected motive.

13.1.2 Child labour: The supplier guarantees that no child labour will be used in the production of the goods or services provided in accordance with international labour conventions and applicable national laws.

13.1.3 Forced labour: The supplier undertakes not to use forced labour, including slavery, servitude, criminal labour, or any other form of involuntary labour.

13.1.4 Environmental: The supplier agrees to minimise the environmental impact of its operations and to comply with applicable environmental laws and regulations. This may include specific requirements regarding waste management, reduction of greenhouse gas emissions, sustainable use of resources, etc.

13.1.5 Business Ethics: The supplier shall maintain high standards of business ethics, especially in compliance with all applicable laws, statutes and regulations regarding anti-corruption, financial transparency, and intellectual property.

13.1.6 Supplier social responsibility: The supplier is committed to promoting CSR within its supply chain by ensuring that its subcontractors and suppliers also adhere to high ethical and social standards.

An assessment of the supplier's CSR will be requested.

## 14. General conditions of suppliers

These general conditions prevail over any contrary general conditions of the suppliers, which will only form an integral part of the contract if Kugler Bimetal SA expressly accepts them in writing.

## 15. Governing law and jurisdiction

These General Terms and Conditions, as well as the contracts concluded between Kugler Bimetal SA and the supplier, are governed by Swiss law. The application of the United Nations Convention of April 11, 1980, on contracts for the International sale of goods, is excluded.

The jurisdiction is located in Geneva, Switzerland. Kugler Bimetal SA has the right to sue the supplier at its registered office.

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22.12.2010	Cintia Keller	Original edition	Stéphane Gilliéron	André Laurent
0	Procurement, Logistics Manager		Director of Purchasing, Logistics	Quality Manager
03.09.2012	Pauline Champendal	Updated	Pauline Champendal	Jerome Chanton
1	Procurement, Logistics Manager		Procurement, Logistics Manager	CEO
30.08.2023	Walter Frison	Updated	Leatitia Delculée	Vincent Gillet
	Procurement, Logistics Manager		Director of Operations	CEO