Safran Sensing Technologies Norway AS

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# **General Purchasing Terms and Conditions**

## 1 Inquiries and Offers

Offers shall be submitted to Safran Sensing Technologies Norway AS free of charge. Any deviations between the conditions of the supplier and Sensonor shall be clearly stated in the offer. Safran Sensing Technologies Norway AS reserves the right to accept or reject any offer.

#### 2 Orders and Confirmations

Only written purchase orders are binding. The supplier shall provide an order confirmation within one week from receipt of order. Safran Sensing Technologies Norway AS purchase order number must be clearly stated in the confirmation.

#### 3 Delivery terms and Packing

Unless otherwise specifically agreed, delivery terms shall be FCA in accordance with ICC Incoterms 2010. The supplier shall provide adequate packing and shipping methods in accordance with international standards in order to prevent mechanical and electrical damage. All consignments shall be marked with delivery address and Sensonor purchase order number.

#### 4 Documents

Consignments must be accompanied by a delivery note referring to Safran Sensing Technologies Norway AS purchase order number, part numbers, and quantity shipped. Additional requirements may be specified in the purchase order and/or purchase specifications (VS). Our purchase order number shall be clearly stated in the commercial invoice.

#### 5 On time deliveries

The supplier is obliged to immediately provide a written notification if agreed time of delivery cannot be met. Reasons for the delay, as well as new time of delivery, must be provided. If such information is not provided, the supplier may be held liable for any direct and indirect losses that might occur.

# 6 Technical documentation and tools

All drawings, specifications, models and other technical documents which are sent to the supplier are the property of Safran Sensing Technologies Norway AS, and shall not be copied or passed on to any third party without authorization by us.

Tools etc. which have been provided or paid for by us are to be considered as the property of purchaser, and must be returned upon request.

## 7 Reference

Safran Sensing Technologies Norway AS does not permit the business relationship to be used as a reference unless this has been agreed with us.

## 8 Warranty

The supplier warrants that all articles supplied will meet the agreed specifications. The suppliers warranty is given on the basis of the latest and agreed version of the technical specifications.

The warranty is valid for a period of 24 months after receipt of products in accordance with applicable delivery terms.

Having received notification of non-conforming products, the supplier shall immediately take necessary actions as specified in Safran Sensing Technologies Norway AS Supplier Quality Requirements.

Safran Sensing Technologies Norway AS is entitled to claim damages for sustained loss in the event of nonconforming products which the supplier is unable to rectify within reasonable time, or if the supplier is unable to implement corrective actions within reasonable time as specified in Safran Sensing Technologies Norway AS Supplier Quality Requirements.

The supplier will cover any consequential loss due to faulty quality. Such compensation shall be agreed between the parties during negotiations.

## 9 Safety and quality assurance

The supplier shall comply with relevant quality systems and Safran Sensing Technologies Norway AS Supplier Quality Requirements.

The supplier shall comply with applicable laws for safeguarding health, environment and safety, and shall implement the necessary procedures in accordance with ISO 14001 and Sensonor Supplier Conduct Principles.

#### 10 Counterfeit/suspect parts

Only new and authentic materials, purchased from the OEMs or through the OEM's authorized distribution chain, shall be used in products or goods delivered to Safran Sensing Technologies Norway AS. Otherwise, the supplier shall establish a counterfeit detection and avoidance system.

#### 11 Payment terms

Standard payment terms are 30 days net after fulfillment of delivery in accordance with applicable delivery terms and receipt of correct invoice.

# 12 Disputes, relevant law

A dispute between the parties should be resolved through negotiations. If such negotiations fail to succeed, the dispute shall be settled by Horten Herredsrett [Horten court of first instance], unless the parties agree to allow the matter to be settled by arbitration in accordance with chapter 32 of Tvistemålsloven [arbitration act]. In such case arbitration will take place in Horten. Norwegian law applies in all matters concerning purchase orders issued by Safran Sensing Technologies Norway AS.