4.2 Goods supplied or Services rendered shall conform to quantity, quality and description in accordance with 4.1 All Goods and/or Services shall conform either to Buyer’s description or mutually agreed upon 5.9 Seller shall inform buyer of any risk involved in the usage of the Goods. Seller must also inform Buyer of 5.8 Unless a longer period is set forth on the face of the Purchase Order, Seller’s warranty shall be effective 2.2 By acceptance of the Purchase Order, Seller agrees to comply fully with the terms and conditions there of 2.1 Buyer will not be bound for acceptance of Goods supplied or Services rendered unless covered by an official Purchase Order which has been acknowledged by Seller within ten (10) working days of the date thereof. 2.2 By acceptance of the Purchase Order, Seller agrees to comply fully with the terms and conditions thereof and with these General Conditions of Purchase. Acceptance of the Purchase Order is strictly limited to the terms and conditions of the Order and these General Conditions of Purchase and Seller’s terms and conditions shall apply. Acceptance by Buyer of any Goods and/or Services under the Purchase Order shall not constitute acceptance of Seller’s terms and conditions. 2.3 In the event of a conflict between the terms of the Purchase Order and General Conditions of Purchase, the terms of the Purchase Order shall prevail. 3. ALTERATIONS: 3.1 Any alterations with regards to Buyer’s Purchase Order, included but not limited to quantity, quality, description or specifications of the Goods and/or Services to be delivered or any alterations in the terms of the Provisions must be mutually agreed between Buyer and Seller and shall be confirmed by Buyer in writing prior to delivery. 3.2 Buyer reserves the right to make changes in design and specification for any Goods and/or Services. The difference in price or time for performance resulting from such changes as reasonably determined by Buyer will be equitably adjusted and the Purchase Order will be amended accordingly. 4. QUALITY & CONFERENCE/COMPLIANCE WITH LAWS: 4.1 All Goods and/or Services shall conform either to Buyer’s description or mutually agreed upon specification or if so applicable, previously submitted plant drawings, engineering specifications and/or other informative materials. In either case, Goods and Services shall be subject to Buyer’s acceptance within a reasonable time after delivery, not to exceed sixty (60) days. 4.2 Goods supplied or Services rendered shall conform to quantity, quality and description in accordance with the provisions of the Purchase Order and possess all the properties necessary for normal usage of the Goods or Services as can normally be expected by the Buyer. 4.3 Goods supplied or Services rendered shall be delivered to the Global Supplier Quality Manual a copy of which is available through internet on https://www.semsa.com/resources/portals.Suppliers. 4.4 In performing the Contract, Seller shall comply with all applicable laws and regulations including but not limited to those pertaining to the supply, packaging, labelling and hazardous properties of goods, health, safety, product safety, environmental protection, the sale and use of material, production, pricing of goods, the import and export of goods and taxation. 4.5 Goods sold or in use, in the manufacture or in the Goods, substances defined in Buyer’s Environmental Requirements T-604957 (a copy of which is available on request) or defined by Article 1 of EC Directive No. 5039/94 of 15 December 1990 (Ozone depleting substances). Seller shall comply with all requirements set forth in European regulation 793/2004 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). A violation of any or all of the above obligations entitles the Buyer to terminate the Contract and claim damages. 5. INSPECTION AND WARRANTY: 5.1 Unless otherwise specified, acceptance of Goods and/or Services received against the Purchase Order will take place at the ´ship-to´ facility mentioned in the Purchase Order. Seller warrants that all Goods or Services supplied under the Purchase Order conform to the mutually agreed specification, drawings, samples or other descriptions furnished by Buyer. 5.2 Seller shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. 5.3 Goods claimed to be defective and returned to Seller will be accepted only if Seller’s expense for credit at the full price and shall not count as having been delivered unless Seller agrees with Buyer to make the Goods fit for their intended purpose in which case the Seller shall be debited with the costs thereof. 5.4 If requested Seller will make available any information, data, inspection and test reports comprising the Goods and their parts available for review and subject to examination by Buyer or its authorized representative to verify conformance to such applicable specifications and drawings. However, a certificate of conformance must accompany an individual item where functional or other specific requirements are defined on the Purchase Order. Inspection may be performed at Buyer’s option on a sampling statistical basis. The entire delivery may be rejected based on defects revealed by such sampling. At Buyer’s option, the rejected Goods will be either returned to the Seller for replacement, repair or credit at 100% screen or destroyed at Buyer’s cost of screening paid by Seller. 5.6 The initial inspection performed by Buyer upon receipt of Goods is a conditional acceptance, and shall not waive or release Buyer from its obligation to return Goods with exhibit defects due to latent causes during or after installation or testing of the end product. 5.7 For the purpose of auditing Seller’s Quality Management System and/or processes Buyer has the right to access to all locations where Goods are manufactured and/or Services are performed. 5.8 Unless a longer period is set forth on the face of the Purchase Order, Seller’s warranty shall be effective for a period of two (2) years from the date of delivery to Buyer. 5.9 Seller shall inform buyer of any risk involved in the usage of the Goods. Seller must also inform Buyer of such risk even if the warranty period has expired, or if the risk is not covered by warranty. 5.10 The foregoing remedies are in addition to, and not in lieu of any remedies available to Buyer. 5.11 Seller shall also provided to Buyer, any customer or government representatives if the Purchase Order aeronautical an r e ad.
11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer's right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force Majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.
12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force Majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered to Buyer or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.
13.2 Buyer may without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADEMARKS AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer's trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of France.
16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I.) are expressly excluded.
16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and Buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Court at Besancon in France shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any third product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anti-corruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller's obligations to provide Goods and/or Services in relation to any Purchase Order ("Anti-Corruption Laws") and not take any action or permit, authorize or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller's data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer's Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer's Website at and as appropriate, in Buyer's Global Supplier Quality Manual (GSM-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer's Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

22. QUANTITY:
The Buyer can possibly accept a quantity exceeding no more than 5% of the quantity ordered; the Buyer reserves the right to return, at the Supplier's expense, any quantity exceeding the above stated rate.

23. SHIPMENT:
23.1 All delivery shall be accompanied by the supplier's delivery note precisely showing order numbers, quantities, specifications, gross and net weight of goods supplied.
23.2 Carrier reception times: 7:30 a.m. to 11 a.m. – 2 p.m. to 4 p.m. from Monday to Friday.