



Type de document :

Conditions générales d'Achats

General Purchase Fremach terms (GPFT)

General Purchase FREMACH terms (« GPFT »)

- 1- Scope
 - 1-1 Except opposite agreement of the Purchase department , these General terms of purchase ("GPFT") shall apply to all purchases made by FREMACH whether it is for tools , equipments , parts, raw materials or services (the "supply" or the "supplies")
 - 1-2 If any provision of GPFT shall be held invalid and void, only that provision shall be deemed null.
- 2- Orders
 - 2 -1 Supplies must always be subject of a purchase order (the « order »), orders shall be sent by email, fax or other means agreed upon..
 - 2 -2 GPFT are accepted upon receipt of acknowledgment of the order , sent back by the Supplier to FREMACH purchase department , by email , fax, or other means agreed upon , at the latest three (3) open days from open order date. These general purchase terms prevail over of Supplier's sales terms. In absence of an acknowledgment of receipt, the beginning of order's realization shall be deemed an express acceptance of these general purchase terms and shall automatically entail supplier's waiver of its terms and conditions.
- 3- Intellectual and Industrial Property Rights
 - 3 -1 Drawing , samples , technical specifications , specific documents , production's tools , control's tools and different tools given or paid to the Supplier are and stay exclusive property of FREMACH . They only be used for exclusive FREMACH orders and shall be available in only one (1) open day after FREMACH request.. They should not be destroyed , damaged , communicated to third , used or reproduces for other production without our previous written authorization. Supplier will be considered as custodian of the items below and will assume responsibility for any damage , theft , disappearance or partial or total destruction. The Supplier will have to subscribe all insurance policies to cover all these risks.
- 4- Prices and Terms
 - 4 -1 Applicable prices shall be those shown on the order. They are firm and may not be revised according to incoterms and delivery address mentioned on the order. They may not be modified in any way without the express agreement of both parties.
 - 4 -2 The invoice must remember all datas noted on the order, to help the identification and control of the supplies. Invoice must be sent to the address noted on the order or to comptabilite.fournisseur@fremach.com
 - 4 -3 The payment will be made in according with negociated incoterms between both parties, these terms are specified on order
- 5- Deliveries , packaging and documents
 - 5 -1 The Supplier will deliver in a adapted packaging for the type of supplies , the way they are shipped or stocked must guaranty a delivery in perfect conditions

6- Responsibility and Guarantee

6 -1 The supplier is responsible for the good realization of the order and all consequences regarding common law. The samples validation or payment of invoices don't change this responsibility .Fremach is not responsible , even if the non conformity or the default , have escaped to Fremach's control and are revealed by the use of supplies . It is the same when all Quality controls are made by the the Supplier within contract of Insure Quality.

6 -2 The Supplier must pay back all non conformity supplies or defaults and all return costs or possible sorts .The Supplier must also pay back Fremach on all corporal damages , materials which would be consequence of defaults. To secure this point, the Supplier must subscribe a special insurance policy.

6 -3 The guarantee on components or semi finished products is applicable from the delivery date without limit of time.

7- Confidentiality

7 -1 The Supplier shall keep secret the information provided to him. He agrees to take all steps to prevent disclosure of information received for the execution of the order .

7 -2 The information can be used as part of the order. The Supplier shall take all measures to ensure that no information is disclosed or revealed to third parties. Any breach of this duty of confidentiality prevail under article 10-5

7 -3 By the end of the order, the Supplier shall return to Fremach at first request , all confidential documents or not related , but could not keep a copy , except with Fremach's express agreement .

8- Transfert of Ownerships and Risks

8 -1 Upon assignment of supplies to the order (raw materials or semi finished products) to achieve them and no later than the finish of product , they become exclusive property of Fremach , any retention of title clause is deemed not written

8 -2 FREMACH reserves itself the right , during the order and before delivery , to carry on any inspection of manufacturing processes of supplies , the premises of the Supplier or its Subcontractors , the Supplier agrees to give free access to Fremach in its own premises at any time.

8 -3 The transfert of risks occurs on acceptance of delivery of supplies , regardless of the delivery terms specified in the order .

9- Molds , tools and others specifics equipments

9 -1 All molds , tools or other equipments provided by Fremach needs for supplies are its exclusive property . It is the same for equipments executed at Fremach's request and on its behalf , as when they are industrial and intellectual achieved . in all cases, all equipments are deemed to be deposited at the Supplier as incidental to the order , even if no loan agreement or deposit slip , they can be used only for the purposes of the order and can not be lent , made available to third parties , copied or reproduced.

9 -2 The Supplier guarantees the perfect maintenance , conservation, control and maintenance of equipment , so avoiding any drift of the process or disruption of supply and provide at the first Fremach request and as many times as we need a detailed inventory. He also guarantees their replacement in case of loss, theft, destruction or premature wear. As such , it will subscribe any helpful insurance, covering these risks and any damage they might cause to third parties and will justify Fremach's first demand .

9 -3 At the end of the order , for any reason whatsoever , the equipment will be returned to Fremach ,at first demand and in full property.

10- Miscellaneous information

10 -1 If any provision of GPFT proves invalid or unenforceable ,only that provision shall be deemed null and void .

10 -2 Any tolerance by Fremach at any time to exercise any of its rights under these general Terms of purchase , the order and/or documents shall not be deemed as null

10 -3 The supplier is permitted to refer to its relations with Fremach with his prior express consent.

10 -4 In case of dispute , the applicable law is the French Law , with exclusive assignment to the court of Paris. The agreement of sale of Vienna 1980 on the International Sale of Goods does not apply.

10 -5 In case of failure by the Supplier of any of its contractual obligations , the order will terminate automatically and without formality , so good seems to Fremach , Eight (8) days after notice by registered letter with acknowledgment of reception remained wholly or partly ineffective during this period , and without prejudice to any damages , and interest which could claim Fremach