- GENERAL TERMS AND CONDITIONS –

ORDER RECEPTION ACKNOWLEDGEMENT
Not having received an order acknowledgment within 8 days after sending the order, the particular general terms and conditions given on APLIX order will be required by the parties.

PRICE
Prices in our orders are exclusive of taxes. They are firm, final and not subject to revision.

CONFIDENTIALITY
The supplier undertakes personally and for the people under his responsibility not to reveal to any person any information it may receive or collect on the occasion of an order from us. Failure to respect this obligation entails immediately from us termination of right and without further warning, all our orders in progress at this time, without prejudice to damages we will claim.
Plans, drawings, and other documents, as well as models and tools entrusted by us to the supplier for the execution of our orders remain our property and must be returned if requested, without being copied.

PAYMENT TERMS
Our regulations are those shown on our order forms.

PACKAGING
Unless otherwise provided, the goods are to be delivered on pallets 1200x800 or 1000x1200.

GUARANTEES
The supplier guarantees us without any prejudice to any eviction or load alleged on what we book. In particular, it provides us against any Action for infringement by third latent defects. It supports all costs, benefits and damages that could result from such action.

TRANSPORT
All shipping freight collect will be refused unless otherwise instructions on the order form.
The conditions governing the transport and packaging of the goods must be transmitted to the carrier so that it is informed. In this regard, any carrier must be notified that the trailer must be able to unload safely and in an adapted manner on the dockside. Carriers may attend the unloading of the goods on the dock but cannot go any way out of this scope for reasons of privacy and security.

SHIPPING TERMS
The requested delivery date is understood shipped to the delivery address, whatever all conditions of carriage negotiated. We reserve in case of non-compliance of that date, the right to cancel part or the whole order concerned.
After a delay in delivery of eight days to the deadline agreed by the supplier, compensation for late delivery will be applied, an amount of 1% of the value of goods not received, a week late.

ADMINISTRATIVE DISCIPLINE
All deliveries must be accompanied by a delivery note on which the number of the relevant order number is indicated, as well as a packing list on which appears the designation and quantity of articles delivered. Each parcel must be identified by its content and quantity.
The safety data sheet should have been addressed at least once in French.
The invoice must be sent to us in 2 copies and must show the order number to which it relates.

TRANSFER OF RISK AND PROPERTY
Unless otherwise specified, the ordered goods travel to the risks and perils of the sender. The transfer of ownership and risks cannot take place after the receipt of the complete order conformed in quality, quantity, to the recipient indicated on the order form.

MAJOR FORCE
So that we accept the allegation of major force by the supplier preventing him to perform or leading to a delay in the order execution, the supplier will have to inform the Purchasing Department of APLIX, by registered letter with acknowledgment of receipt, as soon as the eruption of the Major Force event and the impediment on the obligations of the suppliers are known. Although thus informed, this does not commit us to anything about our acceptance or us to contest the supplier's claims.

APPLICABLE RIGHT
All orders regardless of their form: order form, market, agreement or contract, are governed by the French law. The purchased goods must comply with regulatory constraints in force in the country of manufacture and marketing.

GENERAL DATA PROTECTION REGULATIONS (GDPR)
The data are used exclusively in the context of the business relationship between the parties; the supplier has a right of access and rectification via the following address: DPO@aplix.fr

ETHICS
Any deviation from the Purchasing Ethics Charter available on the www.aplix.com website could have a detrimental effect on the business relationship between the two parties.

AWARD OF JURISDICTION
Any dispute concerning the execution or interpretation of our orders is the exclusive jurisdiction of the courts of Nantes.
The acceptance of our orders is a formal commitment to respect the above conditions. If resorting to the Courts seems disproportionate to the said dispute, the supplier can choose a way of amicable settlement by seizing the mediator of the Republic, under conditions.

COMMITMENT TO RESPONSIBLE SUPPLIER RELATIONS
As part of its commitment to **Responsible Supplier Relations and Procurement**, APLIX is dedicated to fostering sustainable, balanced and transparent partnerships with all its suppliers. The Company strives to promote responsible purchasing practices, prevent risks related to economic dependency, integrate sustainability considerations into procurement decisions, and ensure the fair and equitable treatment of all business partners.
An internal “Supplier Relations” mediator is available to suppliers to examine, in a fully impartial and confidential manner, **significant disputes or difficulties that have not been satisfactorily resolved through the normal channels, especially where they are recurrent or may materially affect the continuation of the business relationship**.

The mediator can be contacted at:
purchasing@aplix.com