

# Terms of purchase

## 1. General remarks

- 1.1 These general terms and conditions of purchase prevail over all general or specific terms of sale from the supplier that haven't been accepted in writing by Mecatix.
- 1.2 All special dispensation or modifications to the present terms will not be valid until written consent is done by Mecatix.

## 2. Order

- 2.1 The supplier commits to sending us a confirmation for prices and time limit in 5 opening days starting from the date stated on the order.

## 3. Early delivery and additional quantities

- 3.1 Mecatix cannot accept any deliveries after the due date. In the case of an early delivery, Mecatix reserves the right to return the goods at the expense of the supplier or to hold back the payment until the due date, according to the order.
- 3.2 Mecatix does not accept any differences in the quantities ordered.
- 3.3 Mecatix reserves the right to return the extra goods at the expense of the supplier, or to claim the missing goods.

## 4. Prices and price terms

- 4.1 The prices on the order are net except for the VAT.
- 4.2 The value for any transport and packaging expenses must be stipulated in your price offer and/or order confirmation and must be accepted by Mecatix.
- 4.3 Mecatix does not accept any reserve or price modification, unless it has been specifically accepted in writing by Mecatix.

## 5. Delivery deadline

- 5.1 The delivery dates stipulated on our orders correspond to the reception date at Mecatix.
- 5.2 The delivery dates confirmed by our suppliers must be strictly respected.
- 5.3 In case of a delay, Mecatix reserves the right to demand an express delivery at the supplier's expense.

When the delay is too important and it does not allow us to accept a new delivery date, Mecatix reserves the right to cancel the offer without notice.

## 6. Shipping

- 6.1 All shipping must be accompanied by a detailed bill, stating the order number, quantities, prices and the piece numbers according to Mecatix's order.

## 7. Quality

- 7.1 The supplier is responsible for the quality of his delivered goods and must set up a quality check and management system adapted to the criteria defined in the technical documents provided with the order.
- 7.2 It is the responsibility of the supplier to make sure that the tools, such as moulds, stamps, etc... allow the realisation of the ordered piece according to the drawing (unless Mecatix brought some modifications).
- 7.3 The delivered products must comply in every way to the specifications required on the order (time limit, quantities) and by the technical documents.
- 7.4 An input control done by Mecatix does not replace the final control of the supplier.
- 7.5 All requests for any technical modifications, even minor, must be approved in writing beforehand by Mecatix.

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- 7.6 Mecatix does not accept, under any condition, pieces for request of approval and/or exemption, unless they were approved and ordered in writing by Mecatix beforehand.
- 7.7 In the case of a delivery of a noncompliant product, a report of noncompliance will be sent systematically to the supplier, in which will figure our analyse of noncompliance and the decision about the noncompliant lot.  
The supplier will inform by writing, in the given time, the corrective actions he means to take.  
The corrective actions suggested by the supplier must be approved by the quality department of Mecatix.  
As long as the corrective actions are not communicated and approved, Mecatix reserves the right to stop all payments until reception of the corrective actions.
- 7.8 If the noncompliant lot is sent back, without any information from the supplier within 2 days after having sent the report, Mecatix will send back the concerned lot, with a debit note for the returned quantity. The supplier is responsible for the return costs.  
In the case of a request to replace the noncompliant lot, the terms of purchase must be identical (quantity and prices) as the lot that has been returned.  
Mecatix reserves the right to charge part or the total costs to the supplier for any touching up or piece sorting.

## 8. Confidentiality

- 8.1 The supplier must keep all provided information secret. He commits to take all necessary measures so as to prevent information disclosure for the execution of the order. The plans, sketches, models, technical specifications, specific documents, production tools, control tools and other communications between Mecatix and the supplier that he might have knowledge of, are and must remain the exclusive property of Mecatix.

## 9. Intellectual and material property

- 9.1 The plans, sketches, and models provided, the technical specifications, the production and control tools given to or payed to the supplier, are and remain Mecatix's exclusive property.
- 9.2 They will be used exclusively for Mecatix product implementation and must be made available after simple prior notice from Mecatix.
- 9.3 They must not be : destroyed, impaired, communicated to third parties without our prior written approval.  
These elements will have to be returned in good working order after our simple written request.  
The supplier will insure the responsibility for all damage, theft, disappearance, partial or total distruction that could happen to these elements.

## 10. Billing and payment terms

- 10.1 The payments will be done by Mecatix according to the payment terms established between the supplier and Mecatix.

## 11. Cancellation

- 11.1 All failures to these purchase terms, after simple notification from Mecatix, will be liable to partial or total order cancellation, without prejudice to any damages and interest it may claim hereunder.