D02 017 ind e from 29/07/2019



# Terms and Conditions of purchase and Quality requirements

#### 1. Order Confirmation

The supplier will confirm an order within 48 hours, by email to achats@cibel.com.

The supplier will provide the products exactly according to the order, unless otherwise specified by the supplier and clearly stated in the order confirmation. Dates quoted in the order confirmation should clearly state whether they are shipping dates or delivery dates.

#### 2. Deliveries

All deliveries must be accompanied by a delivery note, specifying the order number, the line number, part name(s), part number(s) and quantities in the delivery. Delivery dates stated in the order confirmation must be respected. Delivery notes sent by email are not acceptable.

Reception opening hours are:

8am – 12 noon and 1pm – 5pm Monday to Thursday

8am – 12 noon and 1pm – 4pm on Friday.

# 3. Transport and insurances

Parts ordered must be sent by suitable transport and all risks insurance for transport is the responsibility of the supplier.

### 4. Invoicing

Invoices should be sent to « CIBEL service comptabilité », ZI rue des cytises, 61130 Bellême, or by email to comptabilite@cibel.com

Invoices should clearly state the order number, the delivery note number(s), the 'numéros de ligne', part name(s), part number(s) and the quantities delivered.

## 5. Payment Terms

Except when otherwise agreed at the time of order, invoices are paid by bank transfer:

- 45 days after month end, or
- 60 days from invoice date

However, CIBEL may pay invoices earlier, with a discount, by prior agreement with the supplier.

### 6. Intellectual Property

The supplier is required to make all reasonable efforts to prevent the leak of any information received in order to meet any order.

Orders may not be used for advertising purposes in any case or in any form, without prior written permission of CIBEL.

Drawings, documents, model specifications and samples provided to the supplier remain our exclusive property.

The supplier may not, without our express permission; pass on to any third party under any circumstances, products made to our specifications or requirements or made using our tooling.

The supplier agrees to indemnity CIBEL against any third party action disputing the intellectual property rights of any or all of a product designed or made by the supplier.

Written by	Checked by	Approved by
L. FRECH	L. FRECH	E. CHAMBAULT / C. JOYAU



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## 7. Quality Requirements

#### 7.1. Preamble

This document lists the specific requirements of CIBEL for its suppliers and sub-contractors in terms of quality, traceability and change management in accordance with industry standard EN9100 "Quality Management Systems Requirements for Aviation, Space and Defense Organizations.

They are in addition to this present document (D02 017).

The purchased articles may be used for products with security level 3 referring to Aviation, Space or Defense classification.

CIBEL recommends that all its suppliers continually improve the quality of the products and services they provide. For this reason, the obtaining of ISO9001 and/or EN9100 certification is strongly encouraged.

Certified suppliers should send a copy of their up-to-date certificates to CIBEL and will be evaluated each year.

Our supplier was committed to educate his staff by training way for ethic issue, security and product conformity.

Our supplier was committed to respect all applicable legislation relating to environmental aspects.

# 7.2. Quality and delay performance

CIBEL expects of its suppliers the following performances:

- Acknowledgment of order below 48 hours (OTD AR) over 92%.
- Receipt of the deliveries with less than 48 hours delay (OTD DEL) over 95%.
- Compliancy of the deliveries (OQD) over 95%.

Any delivery with a delay over 48 hours in respect to the acknowledgement of the order will be considered as a late delivery. In case of missing acknowledgement of the order, or missing expected delivery date in the acknowledgement, CIBEL will consider that the date in the order is agreed by the supplier.

#### 7.3. Environment, health and safety

CIBEL expects of its suppliers they take care that the working people are aware about ethic, safety, compliancy and traceability in order to contribute in product quality. The supplier commits to fulfill:

- The social laws and regulations applicable in the country of manufacturing.
- The laws and regulations regarding safety and security.
- The regulations regarding environmental protection (RoHS, Reach...).

### 7.4. Certificates of conformity

If requested at the time of order, the supplier must provide a certificate of conformity for products delivered. A digital release is preferred. It should be sent to achats@cibel.com and named with the batch number of the supplier

Certificates of conformity relating to products with a limited lifespan must show a 'use-by' date.

If the supplier is a distributor, any prolongation of the life time shall receive the agreement from CIBEL. The supplier is allowed to control the ordered supplies and the result shall appear on the certificates of conformity.

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# 7.5. Guaranteed Lifespan of prepreg

Unless otherwise agreed, the lifespan of the pre-preg provided must allow CIBEL a duration of use of at least 80% of its total lifespan (as specified by the storage rules defined in IPC4101).

For the filmstrips (diazo included), and laboratory product the minimal left lifetime must be of 6 months after the shipping date.

# 7.6. Traceability, prevention of counterfeit parts and product safety

According to the ISO 9001 and EN9100 requirements, CIBEL can request to the suppliers the origin of the supplied raw materials in order to protect the final customer from the risk to use intentionally or not counterfeit products.

Suppliers and sub-contractors must store all quality data relating to products and services supplied to CIBEL for a minimum of 30 years. This data should remain available to CIBEL (unless otherwise specified at the time of order).

# 7.7. Subcontracting and transfer of activities

The CIBEL supplier is not allowed to subcontract any of our products without the CIBEL official agreement. If the agreement is given, le supplier shall apply all the CIBEL final customer's requirements to his subtier's supply chain.

If no agreement is given, the supplier shall refuse the contract and inform CIBEL as soon as possible.

The transfer of activities is strictly forbidden without official information to CIBEL.

The supplier is allowed to check his production for CIBEL and the subtier is allowed to check the production relative to a CIBEL subcontracted order.

If CIBEL refuses to accept them, the supplier must replace them as soon as possible.

In cases of partial sub-contracting, batches that do not conform will be identified as such and returned to CIBEL as soon as possible, accompanied by a suitable non-conformity report.

### 7.8. Non-conformances, requalification, rework and late penalties

During any analysis of non-conformity or any other action related to products, CIBEL reserves the right to access and/or inspect, with or without their clients, the premises and quality management systems of its suppliers and/or subcontractors.

- **7.8.1.** All supplied products that do not conform to CIBEL's specifications or to industry norms require a Non-conformity Report, which must be written and sent to CIBEL within 15 days. A sample analysis can be done in an agreed laboratory known for its technology. If the non conformance is confirmed to be due to the supplier: he shall supply a good product as soon as possible and the cost of the analysis will be at his charge.
- **7.8.2.** CIBEL does not accept any requalification for the products in order to improve the life time of the products without any demonstration for each case.
- **7.8.3.** In case of a subcontracted product (metallic finishing), when a non conformance is detected, the supplier shall ask an agreement for reworking or deviation:
  - When the rework is possible, an agreement can be given and the concerned parts must be clearly identified in order to be deeply controlled.

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- When the rework is not possible, the subcontractor shall get the parts back to CIBEL with non compliance report that CIBEL would generate.
- **7.8.4.** In case of the non compliance due to the subcontractor, all costs relative to a new manufacturing will be charged to the incriminated subcontractor.

When a delay in delivery is caused by the subcontractor and is upper than five (5) working days, CIBEL could charge a late penalty up to 0.5% of the late parts values per working day of delay. This penalty will be invoiced by CIBEL and the payment will be deducted from the supplier's invoices.

# 7.9. Right of Access

During any analysis of non-conformity or any other action relating to products, CIBEL reserves the right to access and/or inspect, with or without their clients, the premises and quality management systems of its suppliers and/or subcontractors.

# 7.10. Change Management / obsolescence

Any significant changes (affecting key characteristics) to products or sub-contracted supplies to be delivered are subject to approval by CIBEL in advance. Any new quality documents must be supplied at the time of delivery.

The supplier shall inform CIBEL when he knows about an obsolescence in order CIBEL to plan a new qualification.

### 7.11. Technical Document Management

Suppliers are required to keep CIBEL informed of any evolution of/changes to their electronic documentation, particularly those relating to products or services supplied or to be supplied, as part of a previous or current order. This includes safety/security documents, datasheets, reach of materials etc.

### 7.12. Transfer of requirements

Suppliers must transmit all quality requirements, including the requirements of CIBEL's clients, through the entire supply chain.

### 8. Disputes – Governing law

CIBEL and the supplier commit to look for a solution in mutual consultation in case of any disputes about the interpretation or implementation of these Terms and Conditions.

In case of lack of agreement, any disputes shall be submitted to the trade tribunal in Alençon which is the only competent court.

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