

ARTICLE 1 – GENERAL PROVISIONS AND CONCLUSION OF THE CONTRACT

These general terms and conditions of purchase govern the relationship between the parties, respectively all contracts concluded between, on the one hand, PX Précimet SA and, on the other hand, the supplier.

Subject to any specific agreement between the parties, these general terms and conditions of purchase shall prevail over any other provision. Mandatory legal provisions are reserved. Acceptance of a contract, order, or commencement of performance by the supplier implies unreserved acceptance of these terms and conditions. The supplier expressly waives the right to invoke its own general terms and conditions of sale.

The contract is formed upon the supplier's written acceptance (letter, fax, email, or any other electronic means of communication) of the order placed by PX Précimet SA. Any modification or addition to the order terms must be expressly accepted in writing by PX Précimet SA.

ARTICLE 2 – QUALITY REQUIREMENTS OF PX PRÉCIMET SA TOWARDS SUPPLIERS

The supplier must be in possession of an EN 9100 certification.

In the absence of such certification, the supplier must maintain a quality management system, certified by a third-party certification body according to the ISO 9001 standard. In addition, PX Précimet SA recommends that the supplier undertake the necessary steps to obtain EN 9100 certification.

The supplier undertakes to communicate to PX Précimet SA any major change in its organization and any suspension or loss of certificate.

As part of the integration of a new supplier, PX Précimet SA will ask the supplier to complete an information sheet, in which it will have to, among other things, communicate its certifications and copies of its certificates.

ARTICLE 3 – OVERSIGHT BY THE AUTHORITIES

Within the framework of military or civil aeronautical programs in which the supplier is involved, the authorities have the mission of ensuring the monitoring of the services performed by PX Précimet SA and its possible subcontractors.

PX Précimet SA and its subcontractors may be monitored by the following bodies:

- DGA – DPM/SQ "Directorate General of Armaments, Directorate of Programs and Acquisition Methods – Quality Department".
- DGAC "Directorate General of Civil Aviation"
- OSAC "Organization for Civil Aviation Safety".

In the event that a monitoring action is initiated by these authorities or on their behalf, all technical information relating to current orders must be communicated to them and access to the areas necessary for their monitoring action must be authorized.

ARTICLE 4 – ORDER PROCESSING

The supplier undertakes to comply with the applicable legal and regulatory provisions relating to the performance of these contractual obligations.

The orders specify the particular conditions (technical, commercial, and administrative) required of the supplier and take precedence over these terms and conditions. The supplier must ensure its ability to supply/manufacture the product as defined in the plan and/or other technical specifications. It must inform PX Précimet SA, during the analysis of the order and the plan and/or technical specifications if applicable, of any impossibility of production. In the case of special processes, the supplier must ensure it has current qualifications and must also provide PX Précimet SA with any new certificates.

The supplier undertakes to use competent personnel, who have received the appropriate training to carry out the necessary operations on behalf of PX Précimet SA. The specific skills required for a given manufacturing process can be specified in the order.

In addition to implementing a quality management system, the supplier must ensure that people working for PX Précimet SA are made aware of their contribution to product or service conformity, the importance of ethical behavior and, where applicable, their contribution to product safety.

The supplier is required, when PX Précimet SA requests it, to communicate its production process.

ARTICLE 5 – TIME LIMITS

Deadlines are imperative and essential. Meeting deadlines is one of the criteria for evaluating a supplier.

ARTICLE 6 – PRICE

Unless otherwise agreed in writing between the parties, prices are firm, fixed, and generally quoted in Swiss francs (CHF). Prices include packaging, transport, insurance, and all other delivery-related costs unless otherwise agreed. Prices also include applicable taxes and duties, such as VAT, unless these are expressly stated as additional charges in the order.

If a price is not explicitly stated, the price is that of the previous order.

Price increases must be expressly accepted in writing by PX Précimet SA, which must be notified at least 30 days before delivery of the products. In the case of a contract providing for a price revision, this will be determined within the contractual time limits in accordance with applicable regulations.

ARTICLE 7 – LIABILITY – WARRANTY

The supplier must ensure they have the latest applicable documents specified in the PX Précimet SA order. If they do not, they must request them from the Purchasing Department. The supplier guarantees that the product will fulfill all its intended services and functions and will conform to the order specifications. They therefore guarantee the quality of the product supplied.

The contractual warranty period is 36 months from the delivery date unless otherwise specified in the order.

The supplier has an obligation to inspect the product supplied. This inspection is carried out in accordance with the product definition as presented in the relevant plans and specifications.

Records must be kept to prove that the product has undergone inspections and/or testing. These records must clearly show whether the product has met the acceptance criteria.

Unless PX Précimet SA has given prior written consent, subcontracting is prohibited. If PX Précimet SA agrees, the supplier is responsible for its own suppliers, even those imposed upon it, and must ensure that they comply with PX Précimet SA's requirements.

If the supplier is responsible for procurement or subcontracting, the supplier must require its own supplier to provide a certificate of conformity and inspection reports. The supplier guarantees the accuracy and completeness of the information or certificates provided.

As part of the prevention of counterfeit products, the supplier guarantees that the products and deliverables have been made with top-quality materials and that they allow PX Précimet SA to use them for the purpose for which it intends them.

The supplier must ensure the conformity of the delivered material, whether it is procured by them or delivered directly by PX Précimet SA's supplier. In the latter case, the supplier must carry out various checks: verification of consistency between the delivered goods and the supplier's delivery note, visual inspection (absence of impacts, scratches, etc.), dimensional check, and quantitative check.

In case of non-conformity, the supplier must isolate the goods and immediately inform the purchasing department of PX Précimet SA.

The supplier must immediately forward to PX Précimet SA all dated, signed and initialed documents with company stamp accompanying the delivery.

In all cases, the supplier is liable for any damage caused by the supply of defective products. This includes material, bodily, or intangible damages, as well as legal costs incurred by PX Précimet SA in defending its interests.

ARTICLE 8 – MANAGEMENT OF TOOLS AND MONITORING AND MEASURING EQUIPMENT.

a) Production tools:

Specific tooling is provided directly by the supplier for the execution of the order or contract.

The supplier remains responsible for all specific tooling in its possession. As such, it must bear all maintenance and replacement costs that may arise following loss, damage, or abnormal wear.

When the natural wear of tooling risks compromising the conformity of the supplied products, the supplier must notify PX Précimet SA before production begins so that the tooling can be repaired or replaced as quickly as possible.

b) Monitoring and measurement equipment:

The supplier must have a system in place for managing control and testing equipment that guarantees the validity of its readings. In particular, the control and testing instruments must be regularly checked and/or calibrated.

ARTICLE 9 – IDENTIFICATION AND TRACEABILITY

The supplier must identify the materials, components, and products in stock and must therefore be able to trace, using documentary data such as a purchase order number, a production batch and, beyond that, a batch of raw material used and/or delivered. They must provide proof of their traceability management; these rules must be documented and understood by the relevant personnel.

ARTICLE 10 – CHANGE MANAGEMENT

The supplier must not make any changes to the technical specifications of the process without first informing PX Précimet SA and obtaining written approval from them. The supplier must state the reasons for the change and its potential impact on costs, delivery time, and quality.

Any change in process affecting the final result of the product and/or its use may lead to a breach of contract if the supplier does not inform PX Précimet SA beforehand.

ARTICLE 11 – IMPLEMENTATION OF SPECIAL PROCESSES AERONAUTICS

Special processes (surface treatments, heat treatments, welding, etc.) have the particularity of not being able to be fully verified without at least partially destroying them.

It is up to the product designer to determine whether a process is considered "special" or not.

PX Précimet SA will inform the supplier of the nature of the operations. If this supplier holds a PRI NADCAP certification, direct communication between the supplier and the designer must be established if the requirements raise any questions regarding their application.

For this reason, it is the responsibility of the supplier who carries out this type of operation to put in place appropriate systems both at the level of the execution process and of the personnel assigned to conduct the operations, according to the qualifications.

Similarly, it is also the supplier's responsibility to request from PX Précimet SA all the details necessary for the regular execution of a special process if these are not provided to him with the order (technical specifications, plan, etc.).

It is also necessary to obtain and maintain PRI NADCAP certifications for certain special processes and to extend this requirement to all relevant subcontractors.

ARTICLE 12 – CONTROL OF RECORDINGS

The supplier must maintain records demonstrating the conformity of its products and processes. These records must be clear, legible, and permanent. They must be complete and readily available upon request to PX Précimet SA, PX Précimet SA's customers, and all regulatory bodies. The supplier may maintain these records in paper or electronic format.

The supplier must keep these records in accordance with the requirements of standard EN9130.

Before transferring or destroying any such records to another organization, the supplier must notify PX Précimet SA in writing of its intention. PX Précimet SA reserves the right to request these records.

ARTICLE 13 – FIRST ARTICLE INSPECTION (FAI) ACCORDING TO EN 9102

Whenever stipulated on the order, the supplier must perform a first item inspection and provide the results to PX Précimet SA.

The first article review takes place when the characteristics are modified: change of plan, interruption of production for more than 2 years.

For special processes (bonding, welding, heat and surface treatment, etc.), the supplier must provide, in addition to the other required documents, a monitoring plan associated with the item (or item family), as well as test reports justifying compliance with the requirements.

Furthermore, the items presented as initial samples must be manufactured using the methods and means employed for series production.

ARTICLE 14 – PACKAGING

The supplier is responsible for preserving the product until it reaches its final destination. Packaging and packing must therefore be appropriate for transport. Any damage to the product due to inadequate packaging will be the supplier's responsibility. Packaging may not be invoiced or returned without the prior written consent of PX Précimet SA.

ARTICLE 15 – DELIVERIES

All deliveries must be made on working days from 7:00 to 12:00 and from 13:00 to 16:30 from Monday to Thursday and from 7:00 to 12:00 on Friday to PX Précimet SA, or to the place indicated on the order.

Any delivery may be refused if it is not accompanied by the following documents:

- A Delivery Note including at least: the company name, the description of the goods delivered, the PX Précimet SA reference of the supply delivered, the quantity delivered, the PX Précimet SA order reference and the Delivery Note No.
- Specific documents requested on the order (certificate of conformity, FAI, QMOS, QS, ...) or in this instruction must be identified without any ambiguity in order to ensure traceability with the order.

The products must be delivered in accordance with the terms agreed upon in the order. The supplier is responsible for the quality and conformity of the delivered products with the agreed specifications, quantities, and delivery times.

The supplier is required to meet the specified delivery deadlines. If a delay is anticipated, they must immediately inform PX Précimet SA, specifying the duration of the delay and the reasons.

Partial or early deliveries are permitted with the written agreement of PX Précimet SA.

Profits and risks related to the goods delivered by the supplier pass to PX Précimet SA upon physical receipt of the goods at the address agreed in the order.

ARTICLE 16 – ACCEPTANCE

Goods will only be considered accepted after verification of their conformity to the plans, technical specifications, quality requirements, and order specifications. Inspections carried out at the supplier's premises by an administration or any other body shall not, under any circumstances, constitute a waiver of this clause.

ARTICLE 17 – ENVIRONMENT

REACH regulation: the requirements defined below are applicable to products manufactured or delivered in the European Community.

The chemical substances and preparations present in the products must only be composed of substances registered and authorized by the REACH regulation.

This requirement also applies to chemical substances and preparations used during product manufacturing operations.

The list of registered substances is available on the website:
<https://echa.europa.eu/information-on-chemicals/registered-substances>

The supplier must inform the buyer if substances included in the list of candidate substances are present in the product at more than 1% of the total mass.

The list of candidate substances is available on the website:
[Candidate List of substances of very high concern for Authorization - ECHA](#)

Note 1: The substances that make up a chemical product are listed on the Safety Data Sheet (SDS) of the product concerned.

Note 2: Further information and guidance on applying the REACH regulation are available on the website: <http://guidance.echa.europa.eu>

ARTICLE 18 – NON-CONFORMING PRODUCTS

In case of doubt, a major change to one of the product's characteristics, or a detected non-conformity to specifications, the supplier must notify PX Précimet SA by submitting a written request for deviation to the Purchasing and/or Quality department. The Purchasing and/or Quality department will then decide whether or not to accept the ordered product or service.

If the order is accepted, the supplier must deliver the parts with the signed agreement from PX Précimet SA; otherwise, the parts will be rejected and a credit note will be requested. may be issued. No deliveries will be accepted. The supplier must inform PX Précimet SA if any products already supplied are, or could be, affected.

In the event that PX Précimet SA detects a non-conforming product, the non-conforming items will, depending on the circumstances, either be refused and a credit note will be requested from the supplier, or returned to the supplier for alterations, or altered by PX Précimet SA, in which case a credit note will also be requested from the supplier. The costs and risks of the return are always borne by the supplier.

A Non-Conformity Report (NCR) will be sent to the supplier by the quality department of PX Précimet SA: feedback is expected on this same form or document from the supplier regarding the analysis of the causes of the non-conformity, the corrective actions implemented to prevent the non-conformity from recurring, the search for preventive actions by analyzing in particular whether other products may be impacted.

The supplier's ability to respond to a non-conformity is one of the criteria for evaluating the supplier.

In the event of a proven non-conformity, if the parts are unusable and the supplier is fully liable, PX Précimet SA reserves the right to claim, in addition to the amount of the service due, the costs of the material and the value-added and transformation operations carried out on the product.

Similarly, if a non-conformity attributable to a supplier is detected by the end customer, the responsible supplier is liable for the cost of the part and any penalties applied by the end customer.

ARTICLE 19 – INVOICING

All invoices must be sent to the address indicated on the order. These invoices must include the order number, item number, description, and delivery note number. PX Précimet SA encourages digital communication, and invoices can be sent in PDF format to comptabilite@pxgroup.com

ARTICLE 20 – REGULATIONS

All payments are subject to the conformity of the supplies to the specifications and terms of the order. Payments are due 30 calendar days from the end of the month following the delivery date .

ARTICLE 21 – SUPPLIER EVALUATION

An annual evaluation is conducted on a selection of suppliers, determined according to criteria defined by PX Précimet SA. This evaluation presents the supplier's performance in terms of quality and adherence to deadlines. Any unsatisfactory assessment will result in requests for corrective actions or a quality improvement plan.

ARTICLE 22 – AUDITS AND VISITS

The provider must allow free access:

- to the premises concerned by the order
- as well as all applicable records

to representatives of PX Précimet SA, its customers, and regulatory authorities for surveillance audits or verification visits. This right of access must extend to all suppliers in the supply chain. During these visits, representatives undertake to respect industry confidentiality rules.

ARTICLE 23 – TERMINATION

In the event of poor performance by the supplier of one of these obligations of the contract, and after formal notice sent by registered letter with acknowledgment of receipt, to remedy the defects within 8 days, PX Précimet SA shall be entitled to unilaterally terminate the contract in writing, without prejudice to the other rights or remedies of PX Précimet SA.

In the event of termination of the contract, pending orders are automatically cancelled unless otherwise instructed by PX Précimet SA.

ARTICLE 24 – APPLICABLE LAW AND JURISDICTION

The relationship between the parties is governed by:

- the specific agreements between suppliers and PX Précimet SA concluded in accordance with the form prescribed in article 1 of these general terms and conditions of purchase.
- These are the general terms and conditions of purchase.
- Swiss law.

The parties agree to submit any dispute directly or indirectly arising from their contractual relationship to the ordinary courts of the registered office of PX Précimet SA.

ARTICLE 25 – MAJOR CHANGES

The supplier undertakes to inform PX Précimet SA of any significant change within its organization (change of shareholders, restructuring, merger, acquisition, as well as any judgment opening collective proceedings, appointment of new managers, relocation of production, implementation of new means of production, new technologies...).

Depending on the criticality, a risk analysis related to these changes may be requested from the supplier.

ARTICLE 26 – INSURANCE

The supplier must take out insurance covering the products entrusted to them, the tooling at full replacement value without depreciation, and product liability insurance. At the request of PX Précimet SA, the supplier undertakes to provide it with a certificate of insurance covering the guarantees defined above, specifying the events and amounts covered, and expressly stating that it applies to the products supplied worldwide.

ARTICLE 27 – MISCELLANEOUS PROVISIONS

The fact that PX Précimet SA does not invoke any of these conditions at any given time cannot be interpreted as a waiver of its right to enforce them.

Should any of these terms and conditions be declared invalid or contrary to a provision of public policy, it shall be deemed unwritten and the other provisions shall remain in effect.

ARTICLE 28 – CONFIDENTIALITY

The supplier undertakes a general obligation of confidentiality regarding all oral or written information, regardless of its nature or medium, disclosed by PX Précimet SA. The supplier undertakes to take all necessary measures to ensure compliance with this confidentiality obligation throughout the term of the contract and even after its expiry, and guarantees that all of its employees will comply with this obligation.