

PURCHASE ORDER

36, Boulevard de l'Océan - CS 80143
13275 MARSEILLE Cedex 9
S.A. au Capital de 2 300 000 € - R.C.S. Marseille B 062 802 459
n° TVA intracom. : FR21 062 802 459
Tél : +33 4 91 29 75 11 - Fax : +33 4 91 29 75 07
E-mail : comexsa@comex.fr - Web : www.comex.fr

Département

Purchase Order 1021-00271	Date 25/03/2021	Page 1
Code HCMCO3		
Issuer DUTERTRE Timothée		
	0491297521	t.tudertre@comex.fr
Visa TDU		

Ship To

COMEX S.A.
36 Boulevard de l'Océan
CS 80143
13275 MARSEILLE CEDEX 09

Supplier

VANDAGRAPH
15 Station Road Crosshills
KEIGHLEY WEST YORKSHIRE

Delivery Date

15/04/2021

Week

15

Delivery Terms

STD

Supplier's Offer n°

dated

Devise

GBP

Référence	Description	Qty	Price	Rem.	Price Net	Net Amt
CX00000000000170	A l'attention d'Emmanuelle DUBOIS Cellule électrochimique oxygene Capteur oxygène R22 - SHO TYPE Fabricant : VANDAGRAPH Réf fabricant : R-22SHO	30.00	35.00		35.00	1 050.00
0000001	FRAIS DE PORT	1.00	18.00		18.00	18.00

VAT Rate	Net of tax	Discount	Port & Packing	Taxe & Fee	VAT Amount
	1 068.00				

Net Total 1 068.00

Total VAT

Grand Total 1 068.00

Deposit

Amount Payable in GBP 1 068.00

Purchase intended to the French Market

Please send us your invoices to factures@comex.fr

PREAMBLE

The present General terms of purchase seek to set out the terms and conditions governing the relations between COMEX and its Suppliers during purchase operations. The present General Terms may be amended or supplemented by Special Terms and Conditions as part of a written agreement.

Clause 1 : ORDERS

All purchases made by COMEX shall be formalised in an order which must include the designation of the product, its quantity, its price, a strict delivery deadline and a payment method. Any modification made to the terms of the order shall be formalised in an amending agreement signed by both parties. The order shall not be final until it is received and signed-for by the Supplier within a maximum period of 2 working days, provided that no modification or reservation is noted; COMEX is entitled to cancel the order, without incurring any penalty, if the acknowledgement of receipt is not received within this period.

CLAUSE 2 : INVOICING, TERMS AND PAYMENT PERIODS

Invoices, credit notes or statements must be sent to COMEX. Each invoice must also indicate the VAT number, order number, date of shipment, number of packages, name of the transport operator, shipment method (carriage free or charges advanced by the Supplier). Invoices issued in accordance with applicable legislation must indicate the taxes applied and their amount. Invoices are paid by SEPA transfer sixty (60) days as of receipt of the invoice unless otherwise established in the order. All purchases are payable at the registered address of the company that has issued the order.

CLAUSE 3 : PRICE

The price indicated on the order is final. It may only be adjusted with the agreement of the parties, either via an amending agreement to the purchase order, or via a new purchase order which supersedes the initial document.

CLAUSE 4 : DELIVERIES

Any goods or items ordered by COMEX shall always be deemed to have been delivered upon arrival at the establishments of COMEX, at the address indicated on the order. Deliveries to the premises of COMEX always take place during opening hours. All supplies must be announced at the establishment of destination by a dispatch note which indicates the references of the order and the business code which specifies the date and method of shipment, the name and designation of packages, their brands, details of the content of each one, gross and net weights. A duplicate of the dispatch note must be sent to the department that issued the order. If the shipment is sent by lorry, by post or by postal package, the Supplier must insure, register or forward the supply, with insured value, provided that the corresponding value is greater than the maximum compensation agreed by the transport operator or by the Post Office Authority in the event of loss or fault. No quantity greater than the ordered quantity shall be accepted. Any surplus shall be returned to the Supplier on a freight collect basis. The Supplier is responsible for any damage, missing items or faults caused by inadequate packaging.

CLAUSE 5 : DELIVERY DEADLINES

The delivery deadlines indicated on the order are imperative and constitute an essential and decisive condition of the consent of COMEX, which reserves the right to check the progress and effective execution of the order carried out by the Supplier. The delivery deadlines refer to the date and time of receipt at the premises of COMEX or any address indicated on the order. The Supplier shall be fully responsible for any late delivery and shall bear all direct or indirect harmful consequences.

In the event of a delay, COMEX may:

either seek to terminate the sale with any resulting consequences to be borne by the initially defaulting Supplier,
or engage the services of another Supplier of its choosing at the expense of the initially defaulting Supplier,
or, while maintaining the order, apply a penalty for late delivery per calendar day of delay, according to the following formula: $Ij = V \times NbJ/300$

Ij: Daily compensation

V: Value of the order (excl. tax)

NbJ: Number of calendar days of delay

or, pursuant to Article 1223 of the French Civil Code, and 8 days following the issue of a formal notice that has gone unheeded, accept an incomplete performance of the agreement and request a proportional reduction of the price, by written notification to the Supplier, and the price is only adjusted on the basis of a unilateral declaration of intent of COMEX. If payment has already been made, COMEX may request the refund of any excess payment. In the absence of an agreement between the Parties related to the amount of the proportional price reduction, this price shall be determined by an expert subject to the conditions established in Article 1592 of the French Civil Code.

In the event of demurrage or surveillance costs, they are charged to the Supplier, whether the delivery has taken place on a freight collect or carriage paid basis. Only those recognised by French legislation are deemed to be case of force majeure.

CLAUSE 6 : PACKAGING

Returnable packaging may be returned without the Supplier stipulating a return deadline. Returnable packaging shall always be taken at 100% of its value. Return costs shall be charged to the Supplier.

CLAUSE 7 : TOOLS

Any tools specially manufactured for the purposes of executing the orders belong to COMEX, by operation of law, even if it has only partly contributed to the expense thereof.

CLAUSE 8 : WARRANTY AND RESERVATIONS

Unless expressly stipulated in the order, the Supplier guarantees the supplies against any fault or visible or latent defect, caused by a design error or a material or manufacturing defect which renders the ordered products unsuitable for use during a period of twelve (12) months as of receipt, at which no reservations were noted; in this regard, the Supplier shall compensate COMEX for any resulting direct or indirect material or immaterial damage, not least any kind of injury caused to people and/or damage to property. During this period, the Supplier is required to act as quickly as possible to perform any repair work or replace any faulty item at its own expense, including transport, labour and development costs. The Supplier guarantees the traceability of its supplies and undertakes to provide COMEX with any information related to the sources, characteristics and performance of its supplies. If, upon the final receipt of the goods, they are found not to comply with the specifications of the order, the Supplier may not invoke the payment made to refuse either to compensate COMEX or to refund the total in the event that the goods are refused. In the event of a latent defect which only becomes evident upon use or during work, the return may take place at any time at the expense of the Supplier. When the fault is discovered, payments may also be suspended and credit notes may be requested.

CLAUSE 9 : SUBCONTRACTORS

The Supplier shall be solely responsible for the effective execution of the orders. Under no circumstances may it invoke the fact that all or part of the supply has been entrusted to one or more subcontractors, even if the subcontracted activity has been reported to COMEX. The Supplier undertakes to pass on to its subcontractors all contractual and legal provisions on the basis of which the agreement is able to be executed according to trade standards.

CLAUSE 10 : INSURANCE

The Supplier is responsible for taking out, at its own expense, any insurance policies required to cover the products until they reach the agreed delivery location and any liability incurred by it or its subcontractors in execution of the orders, and for the entirety of the term thereof, with respect to all injuries to people and material and immaterial damage, and for submitting proof of these policies to COMEX upon request.

CLAUSE 11 : INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier guarantees COMEX against any claim relating to an industrial or intellectual property right during the execution of the order and its use. The supplier exclusively transfers to COMEX all technical or intellectual techniques established as part of the order, as and when they are produced, as well as the related intellectual property rights, throughout the term of legal protection and for the entire world. Only COMEX shall be authorised to use, reproduce, adapt, modify, distribute and exploit these creations. Any plans, production drawings, sketches, process flow diagrams, notes and, in general, all documents and all written or verbal indications which are made available, now and in the future, to enable compliance with specifications, are and shall remain its property.

CLAUSE 12 : TRANSFER OF OWNERSHIP - RESPONSIBILITY AND TRANSFER OF RESPONSIBILITY

Ownership is transferred by operation of law in favour of COMEX on the day on which quantitative and qualitative acceptance is received, unless there is a retention of title clause accepted and signed by COMEX. The Supplier is bound by an obligation to achieve a result in terms of complying with all the terms of the order. It is also bound by a duty of advice and information. If it appears that the Supplier has not fulfilled its obligation, formal notice may be issued for the Supplier to collect, replace, redo or correct any supply and/or service whose conformity is questioned, at its own risk. In execution of the order, the Supplier is responsible for any loss or material or immaterial damage (including operating losses) suffered by COMEX and caused by its actions or those of its subcontractors. Whereas ownership is transferred upon individualisation of each component (document or materials), responsibility is transferred upon the signature of COMEX's agent responsible for the receipt and present on the premises of COMEX or at the designated delivery location. Therefore, any goods that are sent to COMEX travel at all times at the risk of the shipping agent, including unloading operations.

CLAUSE 13 : MONITORING EXECUTION

Any agents or persons tasked by COMEX shall have access to all departments of the factories of the Supplier or its subcontractors to monitor all stages of the orders.

CLAUSE 14 : CONFIDENTIALITY

The Supplier must treat all information, regardless of its nature, in the strictest of confidence and consider it to be exclusively necessary for the execution of the order. Under no circumstances may the agreement give rise to any direct or indirect advertising without the consent of COMEX. The Supplier undertakes to ensure that its staff and subcontractors respect this obligation of confidentiality and shall be personally responsible in the event of a breach thereof, and COMEX reserves the right to seek damages.

CLAUSE 15 : ASSIGNMENT

The agreement may not be assigned, either in full or in part, by the Supplier without the express consent of COMEX.

CLAUSE 16 : COMPLIANCE WITH LABOUR LEGISLATION

The Supplier declares on honour that the products sold are produced and manufactured in compliance with French labour legislation, especially as regards illegal work and child labour. The Supplier undertakes to guarantee the validity of this undertaking for the period in which it maintains commercial relations with COMEX.

CLAUSE 17 : HEALTH - SAFETY - ENVIRONMENT

The Supplier undertakes to comply with applicable legislation and regulations and any standard provisions related to health, safety and environment, whether the Supplier acts alone on site or simultaneously alongside other Suppliers, and to respect all the conditions imposed by any special regulations of this site. The Supplier is solely responsible for its staff and must ensure that they are aware of the internal rules and regulations, safety instructions and any special regulations, not least rules related to the use of personal protective equipment. The Supplier also undertakes to comply with any environment and quality-based procedures.

CLAUSE 18 : APPLICABLE LAW - ACCEPTANCE AND JURISDICTION

The applicable law shall be French Law.

By accepting the orders of COMEX, the Supplier waives the right to invoke any clauses established in its own documents, whether they are printed or handwritten, when they are contrary to the present terms and conditions. In the event of a disagreement relating to the orders or their execution, the Commercial Court of Marseilles shall have sole jurisdiction, notwithstanding any other provision contrary to the general terms of sale of the Supplier or any of its commercial documents, not least delivery slips or invoices.