

# GENERAL TERMS AND CONDITIONS PURCHASES

## Purpose

This document defines the **requirements** that the external service provider receiving an order from GUERIN FRANCE must comply with.

### GUERIN France's expectations

- 1- The satisfaction of its own customers (recipients of the final product or service);
- 2- Delivery of compliant products and services within the prescribed time limits at an optimized cost.
- 3- Compliance with current regulations and GUERIN FRANCE requirements.
- 4- The integration and implementation of sustainable development principles of through the publication and deployment of a Corporate Social Responsibility (CSR) approach.
- 5- Strengthening protection against cyber risks through a cybersecurity policy.

## 1. Generalities

GUERIN France strongly encourages the service provider to deploy a quality approach following, at a minimum, the **ISO 9001 standard**.

For automotive parts, we encourage external suppliers to integrate the requirements of the IATF 16949 standard into their Quality system

In the event that the service provider is certified ISO 9001, EN 9100, IATF 16949 or other standards, it must send to GUERIN FRANCE its up-to-date certificates and inform GUERIN France without delay of any loss or suspension of its certification(s).

### Order from GUERIN FRANCE

GUERIN FRANCE purchase orders refer to an item code, a designation or specifications, a contact sheet, a plan which include: the identification and applicable editions of specifications, drawings, process requirements, control instructions, key characteristics and all other technical data.

The order is issued considering the supply time of the external provider.

The external service provider agrees to send an acknowledgement of receipt within 48 hours of the order date.

After this period, the terms of the order will be considered accepted.

For open orders, the supplier is required to always maintain at least one delivery order in stock to ensure delivery within a maximum of 5 days. Failure to maintain this safety stock will result in the penalties outlined in the paragraph below.

### Documents / Deliverables

The external service provider supplies GUERIN FRANCE with the following for each delivery:

- The delivery note.

- Certificates of conformity according to EN 9163 and NF EN 10204 - 3.1 standards (certificate of origin of material - if specified on the order for metallic materials).
- ISP or PPAP folder (if specified on the order)
- A control report on key or special features (if specified in the order).

For first orders or when modifying a process from the aeronautical or automotive standard, a Review 1st<sup>article</sup> or initial samples according to EN 9102 ( Aero ) latest edition in force or MSA (Auto) must be provided. Any document cited in an ISP file or a certificate of conformity must be referenced and indexed.

If your component or raw material supplies come from distributors, we ask you to provide us with the certificates/certificates of conformity from the original producer/manufacturer.

We ask that you pass on our requirements **IN FULL** to your lower-tier external service providers.

GUERIN FRANCE reserves the right to invoice:

- A processing fee of €20 per missing document (delivery note, 3.1 certificate, inspection report, etc.) will be charged if the missing document is not received with the supporting documents. As a reminder, the documents must be sent to the following address before we receive the supporting documents: [certificats@filtres-guerin.com](mailto:certificats@filtres-guerin.com)
- If the documents are not sent upon request, Guérin France reserves the right to apply a processing fee of €50 per missing inspection report.

The supporting documents are kept at the disposal of GUERIN FRANCE for at least 30 years (other compliances, internal records, etc.).

### **Time limit**

Unless otherwise specified, the date indicated on our order is the date of receipt by GUERIN FRANCE. We expect strict adherence to deadlines and prior notification if Inevitable slippage. GUERIN FRANCE reserves the right to take measures to protect its interests.

The external service provider undertakes to inform GUERIN FRANCE of any changes in its manufacturing process.

GUERIN FRANCE may require its external service provider to implement, at the latter's expense, additional resources necessary to meet deadlines.

In case of failure to meet contractual deadlines:

- Guérin France may, by right and without prior notice, apply late payment penalties. These penalties will be due from the second day of delay. They will be calculated at a rate of 1% of the amount of the relevant order line per working day of delay, with the number of days of delay beginning from the first day. The total amount of penalties is capped at 10% of the amount of the relevant order line. Guérin France reserves the right to deduct these penalties from any sum owed to the supplier.
- All additional costs related to the supplier's failure to meet deadlines will be charged back to the supplier (express transport, line stoppage at the customer's site, production in degraded mode, late penalties charged by the customer, etc.)

### **Price**

Unless otherwise stipulated, prices are fixed and non-revisable.

If the order includes a price revision, the terms of this revision must have been agreed upon in writing between Guérin France and the supplier at the start of the supply. No modification to the pricing conditions granted to Guérin France will be accepted without a minimum notice period of 3 months.

### **Packaging**

All necessary protections for the preservation of raw materials, products and components must be implemented at the initiative of the external service provider (protection against corrosion, shocks, dirt, etc.). A specific specification for GUERIN FRANCE can be drawn up by our methods department and distributed to the relevant external service provider by the Purchasing department.

Each pallet must include:

- The name of the external service provider
- Product designation
- Batch numbers and/or casting numbers
- The quantity
- The order number from GUERIN FRANCE
- The delivery note number with the date

Upon receiving goods from GUERIN FRANCE, it is essential to note any damage to the packaging and/or the goods themselves with the carrier. If no damage is noted, GUERIN France reserves the right to charge you for the cost of the damage if the carrier refuses to cover the costs.

## **2. Quality**

### **Implementation file**

The external service provider provides GUERIN FRANCE with a file demonstrating that the manufacturing and control operations are controlled and guarantee the required level of quality (procedures, instructions, operating methods, control charts, etc.) as well as control by sampling (ISO 2859-1 version in force).

This documentation is properly identified. Modifications are tracked using indexes and are available upon request to ensure configuration control. Unless otherwise specified in the order, the scope and frequency of checks are determined by the external service provider according to their manufacturing documentation.

The external service provider controls the parameters of its special processes and makes them available to GUERIN FRANCE.

### **Identification of key characteristics:**

C-SP:	Special Feature Guérin France	Functional rating Guérin France
CS - SC:	Customer-Specific Feature	Functional rating of our client
CC:	Critical Characteristic	Rating related to product and/or person safety

### **Safety Management System**

For its aeronautical products and as part of the implementation of the Safety Management System (SMS) to ensure a high level of Aviation Safety for its products and services, GUERIN France and its service providers must share a culture of Aviation Safety and a common understanding of these issues.

In this respect, GUERIN France encourages the service provider to implement the overall requirement for Aviation Safety.

Similarly, it is expected that all services performed for GUERIN FRANCE, as well as all IT resources involved, will be protected from cyber risks. In this respect, the Service Provider must implement the overall requirement for protection against the risk of cyberattacks.

The requirements expected by GUERIN FRANCE are proposed with an implementation sequence based on a commitment from the Provider's senior management attesting to the consideration of the five requirements related to Aviation Safety mentioned below:

1. Establish a fair and equitable culture to create a climate of trust in which employees are encouraged to report any event that may have a potential impact on Aviation Safety;
2. Raise awareness or train staff on Aviation Safety topics, including Organizational and Human Factors;
3. Proactively identify and manage aviation safety risks (including early warning signs), review them internally on a regular basis, and report them to GUERIN FRANCE (at the latest within 24 hours, for any risk that could impact flight safety).
4. Risk assessed as unacceptable for Aviation Safety, or Doubt about the safety impact.
5. Put in place means specific to the Provider to enable its staff to report any event that may have an impact on Air Safety, analyze and deal with these events at the Provider level or with the help of GUERIN FRANCE if necessary;

### **Human Factors**

We ask you to commit to ensuring that personnel working under your authority are informed of the criticality and safety aspects of the products manufactured by GUERIN FRANCE, given that these products potentially operate in the aerospace and automotive sectors. To this end, your personnel must be responsible for:

- their contribution to the conformity of the work carried out and included in our products
  - their contribution to ensuring the safety of the finished product
  - ethical behavior, especially reporting / recording / addressing any defects found on your production lines.
- The service provider must implement a proactive approach to reducing the risk of human error. The best practice applied in the aeronautical sector is the "Dirty Dozen".

### **Counterfeiting / Foreign bodies**

We ask you to plan, implement and control the processes appropriate to the organization and the product, for the prevention of the use of counterfeit or suspected counterfeit parts and their inclusion in the product(s) delivered to the customer.

The external service provider undertakes to put in place the necessary measures to reduce or eliminate the presence of foreign bodies (oil, grease, shavings, etc.).

### **Audit**

GUERIN FRANCE reserves the right to evaluate all these points during a quality audit and to verify at the external provider's premises that the product complies with the specified requirements.

The right of access to the production sites of the external service provider concerned by the order and its records is also applicable to our customers and regulatory authorities.

### **Non-compliance**

The goods must conform, in quantity and quality, to the specifications of the order.

GUERIN FRANCE reserves the right to return non-conforming products to the external service provider up to 12 months from the date of receipt.

In case of non-conformity or for a request for derogation, the external service provider must document any condition (non-conformity form, dimensional record, photos, etc.) and immediately notify the quality department of GUERIN FRANCE for processing and decision before delivery.

GUERIN FRANCE reserves the right to carry out counter-analyses and dimensional checks to verify the conformity of the values indicated by the external service provider on the certificates and/or control reports. The external service provider undertakes to respond in writing to GUERIN FRANCE's complaints within 48 hours. The return of non-conforming parts must be completed within 72 hours, excluding shipping time; in exceptional cases, this timeframe must be negotiated with Gu erin France.

The external service provider is responsible for all direct and indirect costs and additional costs related to non-compliance.

GUERIN FRANCE reserves the right to charge a processing fee of  250/non-conformity.

In the event of the supply of our parts, any damage for which the subcontractor is responsible must be borne in its entirety (costs of raw materials and related expenses).

In the event of non-compliance by the customer and internally by Gu erin France, the supplier will have to bear all additional costs (internal sorting, external sorting, customer complaint costs, transport costs, etc.).

### **Modifications**

In the event of subcontracting, a change of production site, or subcontracting of parts by the external provider, the latter must request approval from GUERIN FRANCE. Furthermore, it must reflect the applicable requirements, including key specifications if required, in the purchasing documents.

### **Traceability**

The external service provider must implement a traceability process that allows the product's history to be traced.

GUERIN FRANCE conducts an annual traceability test with a sample of external service providers. The results of this test have a positive or negative influence on the annual evaluation.

This traceability test can also be carried out during a quality audit at the external service provider.

In the event of a request for re-archiving by GUERIN FRANCE, the maximum duration of restitution is set at 72 hours.

## **3. Inventory management**

The external service provider must implement a stock management method that ensures:

- Stock accuracy
- Maintaining the defined traceability rules
- The conformity of stored products

Note: Implementing the FIFO principle is recommended

### **Obsolescence management**

As part of our obsolescence management, we ask that you notify us **at least 6 months** in advance of any planned shutdowns of your productions.

## **4. Gu erin's property**

### **Benefit**

Gu erin reserves the right to hand over to the external service provider all or part of the supplies necessary for the execution of the contract or order.

In the event of loss or scrapping attributable to the external service provider, the replacement of supplies belonging to GUERIN FRANCE is the financial responsibility of the external service provider.

### Tools

The tools and equipment covered by a contract or order and left in storage with the external service provider for the sole purpose of fulfilling the contract or purchase order are the exclusive property of GUERIN FRANCE. The tooling may not be modified without the written consent of GUERIN FRANCE.

GUERIN FRANCE is the sole owner of the intellectual and industrial property rights relating to the Tools including all drawings, plans, models, know-how, development of the Tools.

The tooling must be checked periodically (maintenance, calibration and/or metrological verification), the supplier must ensure the planning and management of this maintenance.

The tooling will be used exclusively for the needs of GUERIN FRANCE.

### Data

All data transmitted by GUERIN FRANCE must be stored securely and remain confidential. In the event of a data breach, the service provider undertakes to notify GUERIN FRANCE within 24 hours.

## 5. Environmental Requirements

The external service provider agrees to:

- Alert the Buyer in the case of supplies that may have an environmental impact;
- Comply with applicable national and local regulations regarding safety, health and the environment.

The requirements below apply to products manufactured or delivered within the European Union.

### REACH Regulations

In accordance with European Regulation No. 1907/2006 (REACH) concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, the external service provider undertakes to:

- Ensure that authorization for use has been granted for the chemicals listed in Annex XIV
- Indicate if a candidate substance contains an element with a concentration greater than 0.1% by weight
- Ensure the registration of substances used
- Inform, if applicable, whether a substance listed in Annex XVII (substances with restricted uses) is included in an element
- Propose, as soon as possible, an alternative solution to the substance on the candidate list in order to ensure the continuity of deliveries.

### RoHS Regulations

GUERIN France requires compliance with RoHS Directive 2015/863/EU for all non-aerospace parts. For non-aerospace production, the Supplier must provide parts with less than 0.1% lead and less than 0.01% cadmium and send GUERIN France a RoHS **2015/863/EU declaration** for the new supply.

For aeronautical production, the RoHS directive does not apply.

### Conflict Minerals

The Dodd-Frank Act, Section 1502, "Conflict Law" Minerals" was adopted in the United States in 2010.

The term "conflict" "Minerals" refers to minerals extracted in contexts of armed conflict and human rights abuses in Congo and neighboring countries. The minerals concerned are gold, tin, tantalum, and tungsten.

In line with its social policy, GUERIN France is committed to responsible management of its supply chain and asks its suppliers to ensure that the minerals come from mines that respect human rights.

## 6. Financial conditions

The accepted payment terms are mentioned on each order.  
Any discrepancies on invoices will be subject to a debit note.

**If we do not receive a response from you within 15 days, we will consider these conditions to be accepted.**

In case of contradiction between the French and English versions, the French version shall prevail.

GUERIN FRANCE			
<i>Editor:</i> Léa EUDELINÉ Purchasing Department	Approver: Clemency TABET Quality Manager		Date 17/03/2026
SUPPLIER			
Represented by:		Function :	
Date :		Stamp and signature:	

Document prepared by the Purchasing Department – Verified and approved by the Quality Department of Guérin FRANCE.

<i>Date</i>	<i>Who</i>	<i>Evolution</i>	<i>Hint</i>
21/09/2009	<i>Purchasing Department</i>	First edition of the document	0
28/11/2011	<i>Purchasing Department</i>	Update	1
08/02/2013	<i>Purchasing Department</i>	Integration of Logistics Requirements	2
09/12/2013	<i>Purchasing Department</i>	Amendment to the standard concerning the sampling plan	3
19/11/2015	<i>Purchasing Department</i>	Two signatories FB CL	4
10/05/2017	<i>Purchasing Department</i>	Compliance with EN9100:2016 FB/CL	5
03/06/2019	<i>Purchasing Department</i>	Compliance with IATF 16949:2016	6
16/03/2021	<i>Aline Delecourt</i>	Added Certificate 3.1 of origin material.	7
01/12/2021	<i>Aline Delecourt</i>	Amendment to the "Purpose" section and paragraphs 2 and 4 (01/12/2021)	8
17/06/2025	<i>Léa Eudeline</i>	Guérin Filter Replacement by Guérin France Addition of the "price" clause Carrier reservations Added stock for security of open orders Added late payment penalties, non-conformities, and missing documents General Inspection Level II Sampling Schedule Standards NF L-00-015 replaced by EN 9163 (aeronautics) IATF 16949 (automotive) Calibration removal	9

<i>17/03/2026</i>	<i>Léa Eudeline</i>	Update to chapters 1, 2 and 4 Addition of clauses regarding Counterfeiting, RoHS Regulations and Conflict Minerals	10
-------------------	---------------------	---	----