

Professional Position Paper - Fasteners activity

Professional practices of industrial manufacturers and suppliers of fasteners with regard to extralegal guarantees in the automotive domain

The fastener supplier does not control the environment in which the product is used or the constraints put on it (such as storage, assembly, integration in a subassembly, interaction between parts, constraints during the use of the vehicle).

Therefore, by definition, it cannot commit to a contractual guarantee in terms of duration of use (time and/or miles).

The validity of any contractual guarantee granted to a customer is subject to the following cumulative conditions that represent industry practice in accordance with Article VII of the General Terms and Conditions of Sale of the profession, as filed with the Office of Expert Assessments and Professional Practices of the Commercial Court of Paris:

- The customer designs the product in the environments of its final use for a specific project, determines the production drawing, including the places and conditions of production and assembly, as well as the conditions of use, storage and transport, and informs the supplier in writing in advance.
- The customer defines the functional characteristics by performing tests and setting target values to be achieved.
- Once the contract has been reviewed, the customer communicates in writing to the supplier the complete specifications including all corresponding functional characteristics which the customer deems to be normal wear and tear of a specific product for a specific period of time, in order to ensure that the product meets its expectations.
- The customer validates entirely the reference quality file (see ARTEMA quality agreement as filed with the Office of Expert Assessments and Professional Practices of the Commercial Court of Paris under No. D2017044367) which shall serve as the basis for the professional guarantees.

Consequently, the supplier undertakes to carry out the tests determined by the customer in order to ensure that the initial samples pass these tests.

The supplier will make all necessary commitments in view of a guarantee in light of the above considerations.

Such commitments shall furthermore not apply:

- if one of the elements has been modified,
- if a part is reused in a modified context or as part of a carryover,
- if the customer is not able to document compliance of the traceability chain as a whole.

The supplier shall only provide any form of contractual guarantee with regard to its own customer, with which it has entered into in a contractual relationship, and not with regard to sub-purchasers and in particular the final user.

*Document filed with the Office of Expert Assessments and Professional Practices
of the Commercial Court of Paris
under No. D2019039695
on 19 April 2019*