

General sales conditions

The completion of an order implies acceptance of these general sales conditions.

Any other documents such as prospectus, catalogues issued by Plastifrance is indicative only.

No other specific conditions may, unless formally accepted in writing by Plastifrance, take precedence over the general sales conditions.

Any other condition laid down by the customer shall be non-binding, no matter when it is established, unless explicitly accepted by Plastifrance.

The fact that Plastifrance does not invoke a general sales condition does not preclude it from doing so at a later date.

I. Orders

Goods are sold with the intention of being used by professionals.

Orders are not complete until they are accepted and confirmed by Plastifrance.

If orders are not accompanied by their specification(s), Plastifrance will commit to an order only if the specification(s) are communicated within the accepted timescale.

For standard catalogue products, the minimum order is:

100€ ex.VAT for customers in France

150€ ex.VAT for EU customers outside France

250€ ex.VAT for customers outside the European Union

The minimum order line amount for specific orders is 500€ ex.VAT.

Items ordered incorrectly will not be accepted for return if:

- items are especially manufactured for the customer
- the items cannot be resold because soiled or damaged.

Standard high turnover items in good condition (packaging intact) may be returned subject to a handling fee of 50.00 euros ex.VAT.

The reimbursed amount of items whose packaging is in poor condition will be reduced by 50% of their initial value.

Any request for reimbursement, to be accepted, must be notified within 8 days of reception of the delivery.

Items may not be returned without our written consent.

In all cases, the cost of return of items will be borne by the customer.

Request for order cancellation by the customer cannot be accepted unless in writing prior to manufacture and / or dispatch of items ordered.

Costs incurred by Plastifrance will be invoiced to the customer notwithstanding related damages or claims brought by Plastifrance as a consequence of cancellation.

Specific tooling and equipment

Items manufactured using a specifically manufactured mould are exclusive to you, but the tooling may not be removed from our premises until the value of orders is equal to 50 times the value of the tooling itself.

Storage conditions and insurance

Plastifrance will not use the tooling, owned by its customer, for any third party, except with explicit written authorization from the said customer.

The customer, who has full responsibility for the tooling, of which they are owner, agrees to contract an insurance policy covering its deterioration, theft or destruction at Plastifrance premises.

Plastifrance will not be liable for any form of penalty if a tooling is not returned (to the customer).

The tooling will be returned on request or as determined by Plastifrance, as is, on condition, that it and the items manufactured have been fully paid for.

If the tooling remains at Plastifrance, it will be kept at no extra charge for up to two years from the last item manufactured.

Subsequent to this, if the customer does not request the restitution of the tooling or has not agreed with Plastifrance an extension to the storage period, Plastifrance may proceed with the destruction of the tooling subsequent to notification in writing by registered letter with signature, which remains unanswered within three months.

If the customer takes back the tooling within a period such that the costs of development have not been recouped by Plastifrance, the customer agrees to indemnify Plastifrance a fixed fee of 30% of the price of the tooling.

Furthermore, in the case of specialist manufacturing requiring the acquisition of specific equipment, the customer agrees to repurchase such equipment at net accounting value.

The customer also agrees to repurchase the raw materials, inserts and specific packaging required.

II. Deliveries

II.1 Purpose

Plastifrance reserves the right to modify at any time, as it sees fit, its products, models and items as defined in its prospectus and catalogues.

If such a change occurs after an order has been placed and prior to delivery, the buyer will be informed and may, either accept delivery of the new items, or cancel their order. Plastifrance cannot be held

responsible for any compensation whatsoever.

II.2 Delivery times

Delivery times are indicated as precisely as possible based on availability of items procured by Plastifrance.

The buyer will be informed of delivery times when the order is confirmed.

The delivery times quoted, which we always aim to meet, are however approximate; it is understood that late delivery is not a valid cause for order cancellation, refusal to accept merchandise, refusal to pay or for compensation of any sort.

Plastifrance cannot be held responsible for late delivery, even for non-delivery in the following cases: fire, storm (natural catastrophes), strike, stoppage of transport systems, accident, procurement failure, and in general, any circumstances leading to the partial or total stoppage of our factories or of our suppliers.

If, based on one of the types of events above, and the order is not delivered within one month of the expected date, the order can be cancelled at the request of one or other party without Plastifrance being held liable for payment of any damages or interest whatsoever.

Any customer who, for whatever reason, wishes to delay the delivery date of an order, must inform Plastifrance at the latest two weeks prior to the delivery date indicated by Plastifrance at the time of order confirmation.

Plastifrance is not obliged to accept such modification and, in any case, reserves the right to modify the specific conditions of the order.

II.3 Transport / costs

Prices are established EXW Gémenos, unless specified otherwise.

Orders will be delivered Franco (for delivery addresses in France) from orders totalling 450.00 euros ex.VAT.

Plastifrance is responsible for the choice of transporter.

Where the customer wishes to choose their own transporter, the customer will be liable for any additional cost.

The cost of express or rapid delivery will be at the expense of the customer.

Merchandise is transported at the risk of the purchaser, whatever the mode of transport, or payment method including Franco.

It is the responsibility of the buyer to sign off the goods with the transporter after ensuring that the merchandise has been delivered in good condition, compliant with the delivery slip and within the expected delivery period.

Only the recipient can hold the transporter liable for any dereliction of their responsibility.

III. Guarantee / Claims

Plastifrance guarantees the quality and delivery of its products in accordance with specifications provided to the customer at the time of order.

It is responsibility of the purchaser to check the products on delivery.

- Claims about quantities delivered should be made within 24 hours of delivery.
- Claims related to the conformity of the order, the quality of products delivered must be made in writing by registered letter with delivery receipt within eight days of delivery.

It is the responsibility of the customer to supply any evidence or justification of such non-compliance, faults or defects observed.

Only credit notes issued by Plastifrance can cancel in total or in part invoices issued by Plastifrance.

The customer must allow Plastifrance to examine the items delivered to verify any such claims of defects.

Product returns must be subject to formal agreement between Plastifrance and the customer.

In the case of defective products delivered, duly confirmed by Plastifrance, Plastifrance will either replace at no cost the items or reimburse the order, at their discretion, the customer will not be eligible for damages of any sort.

The guarantee does not extend under any circumstances to

- damage caused by use of a defective item if the customer designed the item and put it into operational use without first benchmarking or testing the item against the expected physical operational characteristics, as required by the principles of product design.

- the cost of such operations that the items might undergo prior to operational use.
- the cost of assembly, disassembly, removal from circulation of the items by the customer
- and in general of damages except professional negligence on the part of Plastifrance.

IV. Price

IV. 1 Tariffs

Prices are quoted ex.VAT in euros ex.VAT EXW GEMENOS including packaging.

Prices are those which are current at time of dispatch.

Specific, bespoke and special packaging will be subject to additional invoicing.

IV. 2 Payment

IV. 2. 1 Payment methods

All invoices are payable at head office.

In case of payment by bill of exchange as authorised by the company, bills sent must be returned accepted within one week.

A bill of exchange not returned accepted will be considered a refusal, equivalent to a failure to pay.

IV. 2. 2 Payment terms

General case

First orders are generally pro forma (payment sent before dispatch).

Invoices are due 30 days from invoice date.

Any unilateral modification by the customer of the payment due date determined on ordering will result in the application of late payment penalties as defined below.

Made-to-measure tooling

Orders must be paid 50% at order, 50% on reception of samples.

No discount will be accorded for immediate cash payments.

Under no circumstances may payments be the object of compensation without the prior written agreement of Plastifrance.

Late Payment

Any late payment will result in, without further recourse, the application of a late payment penalty of 40 EUROS for reminder action cost (art L441-6 of the commercial code) + variable penalty as 3 times legal interest which will represent (INVOICE AMOUNT x 2.79% x (delayed days/365days)). (LME Law August 4th 2008) over the period between the expected payment date quoted on the invoice and the date of actual payment.

The non-payment of an invoice will automatically result in any open unfulfilled orders being placed on hold without prejudice to any further legal action.

V. Property reserve

All sales are concluded with a condition of ownership. As a result, the transfer of ownership of articles and items sold may not occur until complete and final payment of the amounts due.

Payments by cheque or bill of exchange will not be considered complete until the sums transferred are cashed (in bank).

The responsibility and risk for the items and products sold are transferred to the purchaser on delivery, despite the condition of ownership.

The customer must insure the risk and responsibility for the items at their cost.

The buyer is bound to oppose by all legal means any claim that any third-party might bring against the goods sold through possession, confiscation or equivalent procedures.

The buyer must, as soon as made aware, inform the seller such that the latter may protect their assets.

In the case of non-payment by the customer, Plastifrance, without prejudice to any other rights, may request by registered letter with receipt, that the customer return the items and products delivered at the

cost of the customer.

The return to Plastifrance of the products and items claimed, requires that the buyer indemnify the prejudice resulting from depreciation and at least from the unavailability of the goods in question (for resale).

Any alteration of the packaging compromising the integrity or sterility of the products, rendering them unusable, will result in the obligation of the customer to pay the totality of the order price.

The customer will also be liable for costs of dispute and legal costs which may result.

VI. Disputes

These conditions are subject to French law.

In the case of commercial disputes or disputes of any other nature regarding the formulation or execution of the order, the Marseille Commercial Court will have legal jurisdiction over such matters unless Plastifrance chooses to take their case to another court (legal jurisdiction).

This clause will apply even under appeal, of exceptional requests or in the case of multiple defence parties and no matter the mode and means of payment.

VII. Invoicing

An original invoice will be issued with each sale. For each item or service supplied, the following information will be detailed: quantity, description, unit price ex VAT, the VAT rate.

The validity of the intra-community VAT number, the invoicing address and the name of the customer will be the responsibility of the customer.

Each invoice will clearly indicate, reductions, discount or rebate unrelated to specific promotions, the total excluding VAT and the related tax (tax code art. 289 II).

VAT will not be indicated for invoices exempt of VAT.

An invoice or other document (debit note), based on payments on account, will be issued to the customer for deliveries of goods outside France in application of article 258 A of the tax code, for articles delivered in France under article 258 B of the tax code and for exempt items in application of article 262.3.1 of the tax code.