

# GENERAL SALES CONDITIONS

## LA TOLERIE PLASTIQUE S.A.S.

All orders received by L.T.P. imply acceptance of our general sales conditions. The particular conditions shown on our proposals take precedence, if they run contrary to the corresponding general conditions. Our commitments are only valid if written confirmation has been given by us.

Taking into account the specific points of the techniques used, our delivery deadlines are only given as an indication. All late and/or order cancellation penalties and/or damages and interest to be paid by us are excluded in case of delivery delay, for whatever reason.

Our price proposals may be considered as an offer, if the purchaser accepts this a contract will be drawn up under reserve of our agreement to the execution and payment terms, the purchaser will have to submit guarantees that are judged to be sufficient. They are valid for 1 month from their date of issue.

Our prices are established for packaged merchandise, ex works, not including any taxes, our invoices show all other elements separately.

### TRANSPORT

Our merchandise is dispatched prepaid for any dispatch of an amount before tax of over €1524.00 for France. For other countries, transport will be reinvoiced in accordance with the costs incurred by LTP.

The merchandise is sent in all cases, including for prepaid dispatches, at the risks of the recipient in accordance with article 100 of the Commercial Code. All orders leaving our workshops until 30 or 31 included, will be invoiced during the month in progress. In case of missing articles, damage or delay, it is up to the recipient to make all the necessary claims in writing and summarised to the transporting company at the time of delivery and to confirm them by registered letter with receipt within THREE days (articles 103 to 108 of the Commercial Code).

### CLAIMS

As our activity is sub-contracting, the customer is fully responsible for the choice of the material(s) as well as the design of the parts depending on the industrial result that he is looking for and that he alone is aware of in detail. Depending on the technical specification, the customer decides who sets the specifications to be defined and in what detail and the parts to be manufactured. L.T.P design is materialised by a prototype, that has to be checked and approved by the customer. L.T.P design's responsibility is limited to the realisation of another prototype, with clear remarks from the customer.

Taking into account the specific nature of the process and in accordance with the quality assurance norms in force, L.T.P's responsibility as regards the taking into account of modifications, can only be enforced if these modifications have been clearly identified.

Apart from the above-mentioned transport risks, any merchandise that has not been returned or been subject to technical observations within a period of EIGHT days from delivery will be considered as being conform to the order, both in quantity and quality, it being understood that no claim will be considered after implementation of the product. Possible storage on a worksite or at the point of sale is made at the risks of the customer. Any new order brings about, except in a specific situation stipulated in writing by L.T.P., acceptance by the customer of the technical conformity of the products from earlier deliveries.

If a quality fault noticed is recognised by us, our responsibility is limited to pure and simple replacement of the merchandise, or, if needed, redoing the work carried out by our Company, and excludes any other costs and/or compensation of any kind.

The contested merchandise should be stored indoors by the purchaser until final settlement of the claim. The purchaser cannot refuse to receive the merchandise that is subject to a claim, or return it without our authorisation.

### PAYMENT

Under reserve of our prior agreement, our merchandise is payable in Octeville-Sur-Mer in the following way:

- **France:**

- For prototypes: At the time of the first order, a deposit of 50% is to be paid, the balance is to be paid by check on receipt of the invoice. For following orders, check on receipt of invoice.

- For mass production: At the time of the first order a deposit of 50% is to be paid, the balance is to be paid by bill of exchange 30 days end of month the 10<sup>th</sup>. For following orders, bill of exchange 30 days end of month the 10<sup>th</sup>.

- For any order of less than 152.40 Euros not including tax, payment by cheque on receipt of invoice.

- **Other countries:**

At the time of the first order, a deposit of 50% is to be paid, the balance is to be paid by bank transfer on receipt of the invoice. For following orders, payment on receipt of invoice.

Default on payment on the due date will incur interest at the rate of the advances against securities of the Bank of France increased by 4 points and authorises us to suspend deliveries, terminate the contract or modify the conditions of the contract.

In any case, we reserve the right, at any time, even when a contract or order is being processed, to demand a guarantee certified by us of the correct execution of the commitments of the customer and/or cash payment of the delivery. If the customer refuses or cannot provide us with this, we are entitled to cancel all or part of the order related to the contract.

Late payment or default on payment by the due date brings about an immediate demand for the amounts to be paid, including those that are not yet due.

Only merchandise that has been recognised by us as being non-conform can bring about the suspension of the payment or late payment of our invoices. A credit note will be issued for this or a written agreement will be made accepting postponement of the due date.

### PENAL CLAUSE

It is expressly agreed that if it is necessary to recover an outstanding payment by legal means, the amount of this will be increased by 10% not including interest, with a minimum of 152.40 Euros and the possible legal costs.

### QUANTITY CLAUSE

We endeavour to respect the quantities ordered but taking into account the specific points of our process, this can only be demanded to within plus or minus 5%.

For example: for a quantity of 100 pieces ordered, we reserve the right to deliver between 95 and 105 pieces.

### CANCELLATION

If needed, we can, if we so wish, cancel the sale ipso jure, to the detriment of the purchaser, by simple registered letter that we send to him:

- in case of him not carrying out one or several of his obligations,
- in case of recovery proceedings or liquidation proceedings as regards the purchaser.

### COMPETENCE – APPLICABLE LAW

It is expressly agreed that the Courts of le Havre are the only ones that are competent for any dispute, even in case of multiple defendants or appeals. The different methods of dispatching or payment do not bring about novation or derogation to this clause assigning jurisdiction. Only French law will be applicable to the exclusion of any other legislation or agreement, in particular the Vienna Convention on contracts for the international sale of goods.

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## TECHNICAL CONDITIONS

All the technical requirements are always materialised by a model or a prototype accepted by the customer. Possible non-conformity can only be taken into account from an accepted model and no other claim will be accepted. This implies archiving this model by one party or the other.

Any request for modifications, after the production of this model, generates the production of a new model for acceptance and reference. In the contrary case, our general technical conditions will be taken as proof.

Orders received by our company imply acceptance of this clause, except in case of written derogation by us at the time of final acceptance of the order.

As a sub-contractor, we are not involved in prejudice caused by product design. The customer should inform himself in advance of the exclusion conditions and the scope of use of our products and take the necessary precautions for use.

### 1) TOLERANCE

The general tolerances of LTP are the following:

#### A/ General Tolerances:

Dimensional (assembly-folding):

Dimensions and tolerances in mm			
Dimension	0 to 100	100 to 200	Dimension over 200
Tolerance	± 0.5	± 0.7	JS16 in accordance with norm NF EN ISO286

NF EN ISO286 (<http://www.boutique.afnor.org>)

Fabrication-Boring-Counterboring:

Dimensions and tolerances in mm				
Dimension	0 to 100	100 to 200	200 to 400	> 400
Tolerance	± 0.2	± 0.3	± 0.4	NFEN 22768

For dimensions over 400, tolerances are in accordance with classification "c" of norm NF EN 22768 (<http://www.boutique.afnor.org>)

B/ Adaptation of our work measurements to our procedures:

In order to adapt our technical definitions to our procedures, over-diameters are applied in our manufacturing files depending on the surface treatments and the CN manufacturing procedures. The functional boring measurements can be increased by 0.2 to 0.3 mm.

C/ Bevelled edges:

Dimensions and tolerances in mm				
Dimension	0.5 to 1.5	1.5 to 3	3 to 6	Over 6
Tolerance	± 0.2	± 0.4	± 0.7	± 1.4

Tolerances are increased by 30% for material thicknesses over 6mm.

D/ Specific requirements of the customer:

It is necessary to inform our technical departments of any particular requirement outside the limits indicated in this paragraph.

E/ Appearance criteria

Part of the product concerned	Front		Sides		Bottom/Back	
Requirement level	High	Standard	High	Standard	High	Standard
Check-Criteria-Fault						
Visual check at a distance of 60cm in natural light	Distance of visual check for all faults					
Description of acceptance faults:  Scratches/Particles/Marks · Length ≤ 5 mm · Width ≤ 0.2 mm · Inter-exterior deforming ≤ 0.2 mm	There should be no faults	1 fault accepted if it does not border on a functional part (plexi, screen printing, keyboard...)	1 fault accepted	2 faults accepted if they are spaced at more than a half width apart	3 faults accepted	5 faults accepted

Comments :

- In case of no particular precision, LTP applies the standard requirement level.

- The materials used for the particular surface treatment can show faults in terms of shine, slight scratches, or other imperfections.

### 2) ASSEMBLING

Assembling by gluing cannot be subject to any criteria other than reasonable hold in relation to the conditions of use known by us.

### 3) PAINT

Colours are reproduced only by visual assessment, which means that the customer accepts reasonable differences in identical support, light conditions. The adherence test is made using a reference grid for the paint test and a 3 M 853 adhesive.

### 4) SCREEN PRINTING

It can only be judged to be clear and legible at 60cm with normal or corrected vision. Adherence is measured using a 3 M 853 adhesive.