

GENERAL CONDITIONS OF PURCHASE OF VISION PLAST

PREAMBLE

The present order constitute a purchase contract, and, its acceptance by the provider implies in its own right the acceptance of the particular conditions mentioned on the order as well as the General Conditions of Purchase. These present General Conditions of Purchase prevail on all general or particular conditions of Sales of the provider which have not been accepted in written by Vision Plast. All derogations or modifications to these present conditions will be valid only after written agreement of Vision Plast.

I-RECEIPT CONFIRMATION OF ORDER

The provider engages himself, as an essential obligation, to return the receipt confirmation signed within 8 days from the date figuring in the order. After this time, the terms of the order will be deemed accepted by the provider.

II-ANTICIPED DELIVERY AND ADDITIONAL QUANTITIES

For deliveries effected earlier, the buyer reserves the right to return the merchandise to the seller at his costs or to retain the payment until the applicable contractual date. The buyer reserves the right to return the extra quantities non-ordered to the seller at his costs, the value of the merchandise will be retain directly on the payments.

III-PRICE AND CONDITIONS OF PRICE

Prices figuring on the order are net of all rights except the VAT, firms and non-revisable for goods packed and delivered according to the mentioned incoterm in the order.

IV-DELIVERY DELAYS

The delivery dates accepted by our providers must be rigorously respected. In case of delays on partials or totals deliveries, we reserve the right to reduce or cancel without neither notice nor indemnity, non-executed orders in the agreed time and to refuse the delivery. The buyer reserves the right to procure, at the failing provider's costs, the merchandises object of the order, to others providers, subject to all other right and all damages-interests.

V-INTELLECTUAL AND MATERIAL PROPERTIES

Plans, sketches, models, technical specifications, particular documents, production tooling, control tooling and various modes delivered or paid to the provider are and remain the exclusive property of Vision Plast, can be used only for the exclusive realization of Vision Plast's orders and must be at the disposition on simple prior notice of one (1) working day. They do not have to be destroyed, nor altered, nor communicated to a third, nor used, nor reproduced for another execution without our written authorization. The provider will be considered as guardian of these elements and will ensure the responsibility of all damage, stealing, disappearance, or partial or total destruction that may occur to these elements. It is for the provider to subscribe all insurance policies that may cover it. These elements will have to be restitute in good working condition on simple request of our company.

VI-CONFIDENTIALITY

The provider is obliged to keep secret the provided information. He engages himself to take all provisions to prevent the divulgation of received information for the execution of an order. Plans, sketches, models, technical specifications, particular documents, production tooling, control tooling and various modes communicated to the provider, or which he knew about, are and remain the exclusive property of Vision Plast.

VII-RECEIPT AND CONTROL OF PRODUCTS

Delivered products are subject to acceptance by Vision Plast. The receipt by Vision Plast is definitive only after quantitative and qualitative control effected by our quality service, or, if need be, by our technical services for service provisions. Unless specifically provided of the order, the refusal of delivered products will be notified by Vision Plast to the provider, within 60 business days from the delivery date. The refusal of delivery or the involvement of the guarantee clause could intervene at any moment, even in the absence of retention from Vision

Plast during the taking over of packages. All non-compliant product will be returned at the costs and risks of the provider. All delivery unaccompanied of documents stipulated on the order and of the delivery note corresponding can be refused by Vision Plast and be subject of a return of the products at the supplier's costs and risks. In the case of a return for non-compliance, Vision Plast reserves the right either to ask the replacement or the adjustment of the products and this to the initials conditions of the order, either to deduct of the payments due to the suppliers the justified tariffs, driven by the contractual compliance such as (without being exhaustive): costs of identification and marking, transport, adjustments in our factories. In the case where our company should be obligated to procure goods with another source for all or part of the order, the failing provider will support in his own right, the difference of cost noted between the new order and the initial order of the failing provider.

VIII-QUALITY AND MONITORING

The provider is responsible of the quality of supplies and services, and sets up a control and management system adapted to the criteria defined by the technical documents. In case of obligation of supplies of initials samples or parts-type, the order is placed subject to its acceptance by Vision Plast. We reserve the right to possibly delegate a representative to follow the execution of our order in the workshops of the provider and his subcontractors, where a free access during the work hours and all easiness to entirely complete his mission must be assured. In case of serious or repeated incidents, we reserve the right to lead an audit at the provider's place or at his subcontractors to verify that everything is implemented to deliver compliant products.

IX-ACCOMPANYING DOCUMENTS OF DELIVERIES

The provider is obliged to join to the expedition, in readable and accessible manner, a detailed delivery order, reminding the packing and the nature of the packaging, the indications appearing on our order and the order number to permit the identification and the quantitative control.

X-RESPONSIBILITY AND GUARANTEE

The provider conserves the responsibility of the good execution of the present order and of all its consequences that may result in the common law conditions. The acceptance of samples or parts-type, the payment of invoices by the buyer do not modify this responsibility. Vision Plast can avail of this responsibility even if the non-compliance or the defects have escaped to its controls and have been revealed only by the commissioning or the use of supplies. Consequently, the provider will repay the non-compliant or defectives supplies, as well as the return costs or of eventual sorting.

The guarantee concerning the raw materials and the semi-finished products starts from the delivery date without duration limitation. In case of guarantee commitment, the provider engages himself to replace without delay, the merchandise or the defectives equipment, and to compensate Vision Plast of all damages, direct or indirect, that it may has undergo because of defects. In case of provider's failure, Vision Plast reserves the right to perform the reparations at the costs of the provider.

XI-INVOICES AND PAYMENT CONDITIONS

Invoices must attain to the address of the establishment where comes from the order, must include our order numbers, of references and the delivery order number of the provider, indispensable elements to permit us their identification and control. We reserve the right to refuse the billing and the delivery of any merchandise which did not have been subject to an order from us.

XII-REGULATION

The provider declares provide products or services respecting the French laws and regulations.

XIII-SOCIAL LEGISLATION

The provider declares being in good standing on social legislation and more particularly, regarding the disposition concerning illegal work.

XIV-APPLICABLE LAW

All disputes that may occur during the execution of the present order will be within the exclusive competence of the Commercial Court acting in accordance with the French law.