

General terms and conditions of sale of VISION PLAST

1. GENERAL PROVISIONS

- 1.1) The present general terms and conditions of sale have been established according to the practices of plastics profession ; they are applicable to all sales of “own-brand-products” created by the Seller susceptible to be listed or put on a catalog and make failure to all contrary clauses specified by the Purchaser. Derogations can only be exceptional considering the seller’s legal obligation to apply the same conditions to all customers for similar orders.

2. OFFER AND ORDER

- 2.1) Any order implies unconditional acceptance of the Buyer to the present conditions of sale.
- 2.2) Offers, put on the catalog or any other commercial document have an indicative value and a limited period of time.
- 2.3) The delivery is subject to the existence of an adequate stock at the time order receipt.
- 2.4) Orders are defined only when they have been confirmed in writing by the Seller, even those taken by representative. Acceptance may result from shipping products.
- 2.5) The Seller reserves the right to bring, at any time, any modification he judge useful to these products, without having to modify the previously delivered products or on order of courses.
- 2.6) The Seller can also modify without notice the models appearing on his prospectus or catalog.
- 2.7) No modification or cancellation of order can be taken in consideration if it is not arrive before the delivery date and if the parties have not previously agreed on principle and on consequences ensuing, that is to say, the conservation by the Seller of advance payments, as damages and interests, and, if need be, the amicable or legal fixation of additional damages and interests.

3. PRICE

- 3.1) The applicable prices are those appearing on the current tariff at the time of placing the order.
- 3.2) Tariff can forecast increases according to services rendered by the Seller or reductions according to services assumed by the Buyer.
- 3.3) Discount conditions are communicated on simple demand in compliance with legal obligations “own-brand-products”.
- 3.4) Business cooperation contracts can be signed in particular case, they have to be established in writing in duplicate, each part possessing one.

4. PAYMENT

- 4.1) Unless different provisions, payments are made net 30 days from the delivery date without discount to the seller’s head office.
- 4.2) Shorter payments are subject to a discount which amount is indicated on invoices. Commercial papers and checks are payment methods; the payment is effective only during the settlement on the agreed date. All extension should be negotiated and guaranteed.
- 4.3) Until the perfect payment, the Seller remains the owner of sold products and he can exercise his right of retention on all goods owned by the Buyer which would be held by the Seller in any capacity whatsoever. He can also exercise the industrial action provided by the retention of title (art 10) in the case of delay or default of payment.
- 4.4) Besides the retention of title under article 10, the non-return of bills with acceptance and bank debit in the 7 days after the sending, the non-respect of any failure to pay, a serious breach of the client’s credit, in particular the revelation of any protest or pledge, resulting automatically without formal notice and at Seller’s option:
 - Either the forfeiture of the term and as a consequence the immediate obligation to pay the remainder of sums still due for whatever reason and/or the suspension of all shipments.
 - Either the resolution of all contracts in operation with conservation of advance payments and retention of any property as stated above.
- 4.5) However, the Seller can accept payment guarantees (art 10.3).

- 4.6) Any sum payable shall automatically and without formal notice, interest at the legal rate increased by 50% from the invoice date until the effective payment date.
- 4.7) The costs of debt recovery will be at the Buyer's expense.
- 4.8) The Buyer can not differ a contractual instalment of the payment without agreement of the Seller if the delivery is delayed for force majeure (art 6.5). It is the same for the payment of the difference between the total invoice amount and the products price susceptible to give rise on protest of the Buyer to replacements or assets.
- 4.9) It is recalled that legal compensation presupposed two certain liquid and payable debts, and that, consequently, no "automatically asset" is admit.

5. PACKING

- 5.1) Unless agreed otherwise, the products are packed in standards packaging as defined on the catalogs or tariffs.
- 5.2) If packages are recorded, the consignment price is payable under the same conditions as the products, its repayment is done by asset after the return of packaging to the Seller within an agreed period in the order.
- 5.3) Packages wearing Seller's brand cannot serve for other products brand.

6. DELIVERY

- 6.1) The delivery is deemed performed, by the deliverance of products or their availability to the Buyer or his transporter in the warehouses of the Seller.
- 6.2) If need be, the actual delivery place is indicated by the Buyer in the order.
- 6.3) Deliveries are operated according to the stocks and the arrival of orders. It can be proceeded at partial deliveries.
- 6.4) Delivery times are indicatives unless otherwise agreed. They are function of stocks, of procurement opportunities, of manufacturing and of transport.
- 6.5) Delivery times are prolonged in the case of force majeure or in the case of unforeseeable circumstances, such as war, riot, local or national strike, fire, water damage, machinery breakdown or any other causes beyond the control of the Seller or of his providers. In all cases, the Seller will have to advise the Buyer of the problems and find out with him equitable solutions.
- 6.6) If the Buyer does not take the delivery at the agreed date, after formal notice remained ineffective for 8 days, the sale will be automatically cancelled if the seller deems fit, the consequences of this cancellation being covered by the Buyer.
- 6.7) The delivery is effected only if the Buyer is update of his obligations of any kinds towards the Seller.
- 6.8) Unless otherwise provided by contract, the shipment free of carriage and packaging is assured from a minimum unitary order amount indicated on the tariffs under which the shipment is with postage due and the packaging invoiced.
- 6.9) If a delivery is only partially delivered, due to the Seller, the additional costs of the delivery remaining are on the charge of the Seller.

7. TRANSPORT – RECEPTION

- 7.1) Even in the case of a sale with retention title, the Buyer, at the reception of the products in case of damage or missing packages, will do all necessary claims and the reserves towards the transporter according to articles 105 and 106 of the Commercial Code. He also should advise immediately the Seller; otherwise the Buyer agrees not to exercise any recourse against the Seller.
- 7.2) If the Buyer desires a particular insurance for the transport, he will assume the cost of it.

8. GUARANTEE AND RESPONSIBILITY

- 8.1) Products are guaranteed against all defaults of fabrication according to the agreed conditions on the commercial documents of the Seller.
- 8.2) All claims or reserves relating to the characteristics, quantity and quality should be formulated in writing at the reception for the apparent non-conformities. For the others non-conformities, in the 10 days, by joining the number of the control sheet of the package, and/or the products identification codes.
- 8.3) The Buyer will have to justify of grievance alleged.
- 8.4) The Seller will have the possibility to verify the products on place, or ask for their return. In any circumstances the return cannot be decided unilaterally by the Buyer.
- 8.5) After agreement on the reality of defects, it will be agreed:
- Either the free replacement of products if they are still manufactured.
 - Either the free supply of similar products.
 - Either the repair, or the compliance, eventually at the Buyer place.
 - Either an asset.
- 8.6) In no case, no further request for any reason whatsoever will be accepted.
- 8.7) The Seller cannot be held responsible for an assembly defect, or for a product modification produced by the Buyer nor for a maintenance defect or use, for the obsolescence consequence, or for the normal wear.
- 8.8) No claim will be possible if the Buyer or a third tried to remedy to an eventual non-compliance of the product without the agreement of the Seller.
- 8.9) Costs and risks of the return of defectives presumed products are in the charge of the Buyer, unless prior agreement.

9. CONFIDENTIALITY

- 9.1) Studies, drawings, models and documents property of the Seller and transmitted to the Buyer cannot be communicated by this one to a third and should returned to the Seller after their consideration.

10. RETENTION OF TITLE

- 10.1) Sales are made with retention of title, which means that the Buyer will be the owner of the products only after payment (art 4.2).

- 10.2) However, upon delivery, the Buyer will have to assume the risks and ensure their good conservation; he will cannot modify them nor incorporate nor resell without the agreement of the Seller.
- 10.3) If the legislation of the Buyer's country does not recognize the clauses validity of retention title, particularly in case of reorganization or liquidation proceedings, or if the Buyer desires resell the products before the payment, it will be required to grant to the Seller serious guarantees of payment such as certified checks, drafts on customers, payments subrogation, downstream drafts etc.
- 10.4) Product's identification codes will have to be preserved by the Buyer.

11. LITIGATION – LEGISLATION

- 11.1) Contracts are governed by the legislation of the Seller's country.
- 11.2) Without amicable solution or arbitration in case of disputes, the competent Court will be the one of the Seller's head office.
- 11.3) The Seller reserves the right, if he asks, to take the Court of the Buyer's head office and eventually to prevail of its legislation.

12. INJECTION TOOLING AND SPECIFIC EQUIPMENT

12.1) Toolings, mold and specific equipments provided by the customer :

When they are provided by the customer, this one assumes the responsibility of perfect match of the "tooling" with plans and requirements specification. However and at the client's request, Vision Plast can verify this concordance and put on the bill the cost of this service.

If Vision Plast deems necessary to bring modifications for the good execution of pieces, the costs arising in are in charge of the customer, of which Vision Plast has previously obtained the agreement.

Generally and unless previous written agreement with the customer, Vision Plast does not guarantee the duration of use of the "tooling". In all cases, if the "tooling" received by Vision Plast is not compliant to the use he was the right to obtain, the price of pieces initially agreed has to make the object of a request for review from Vision Plast, an agreement with the customer has to take place before the beginning of pieces execution.

12.2) Toolings, and specific equipments made by Vision Plast further to the request of the customer:

When the client is in charge to design the tooling, Vision Plast makes it manufacture by his partners in France and Asia.

Vision Plast can manufacture 2 types of toolings: prototypes toolings for small series and toolings big series. Performances vary in function of the type of manufactured tooling. Each of these toolings have their own guarantee and they vary according to the client needs of Vision Plast.

Concerning clients of automobile sector and for high rate projects, series toolings are guaranteed 1 million injection cycle. For clients of non-automobile sector which volumes are smaller, Vision Plast guarantees these toolings 5 years.

Prototypes toolings, made for all industrial activity sector are guaranteed for a maximum quantity of negotiated pieces with the client of Vision Plast.

This tooling guarantee is available only if the tooling made by Vision Plast is used at Vision Plast or at one of his colleagues validated by Vision Plast.

If the client of Vision Plast decides to move and make the productions on another site without previous agreement, the tooling guarantee concerned will cease. In no case, Vision Plast will be held responsible of incidents and of relatives' costs to this tooling.

12.3) PAYMENT CONDITIONS OF TOOLINGS VARY ACCORDING TO THE TYPE OF TOOLING AND OF THE PLACE OF REALISATION:

- Tooling series made in France: 30% at the order / 40% at the presentation of the first pieces issued from the new tooling / 30% at the validation of pieces.
- Tooling made in Asia: 30% at the order / 30% at the presentation of the first pieces issued from the new tooling / 30% before the departure from Asia / 10% at the validation of pieces.
- Prototype tooling made in France or Asia: 50% at the order / 50% at the presentation of the first pieces issued from the new tooling.

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.