

General Conditions of Purchase VISION PLAST

PREAMBLE

The present order constitutes a purchase contract and its acceptance by the supplier implies by right the acceptance of the particular conditions mentioned on the aforementioned order as well as the General Conditions of Purchase. These General Conditions of Purchase prevail over any general or special conditions of sale of the supplier which have not been accepted in writing by Vision Plast. Any derogation or modification to the present conditions will only be valid after written agreement from Vision Plast.

I. ACKNOWLEDGEMENT OF RECEIPT OF ORDERS

The supplier undertakes, as an essential obligation, to return the said signed acknowledgement of receipt within 8 days of the date shown on the order. After this period, the terms of the order will be deemed to have been accepted by the supplier.

II. EARLY DELIVERY AND ADDITIONAL QUANTITIES

For deliveries made earlier than requested, the buyer reserves the right to return the goods to the seller at the seller's expense or to withhold payment until the applicable contractual date. The buyer reserves the right to return any extra quantities not ordered to the seller at the seller's expense, in which case the value of the goods will be deducted directly from the payments.

III. PRICES AND PRICING CONDITIONS

The prices shown on the order are net of all duties with the exception of VAT, firm and non-revisable for a supply packaged, packed and delivered according to the incoterm mentioned on the order.

IV. DELIVERY DELAYS

The delivery dates accepted by our suppliers must be strictly adhered to. In the event of delays in partial or total deliveries, we reserve the right to reduce or cancel orders not fulfilled within the agreed deadlines, without prior notice or compensation, and to refuse delivery. The purchaser reserves the right, at the expense of the defaulting supplier, to obtain the goods covered by the order from any other supplier, without prejudice to any other rights or damages.

V. INTELLECTUAL AND MATERIAL PROPERTY

The plans, sketches, models, technical specifications, special documents, production tools, control tools and various means given or paid to the supplier are and remain the exclusive property of Vision Plast, may only be used for the exclusive execution of Vision Plast's orders and must be made available on simple notice of one (1) working day. They must neither be destroyed, nor altered, nor communicated to third parties, nor used nor reproduced for another execution without our written authorization. The supplier shall be deemed to be the custodian of the above elements and shall be liable for any damage, theft, disappearance or partial or total destruction that may occur to the said elements. It shall be the supplier's responsibility to take out any insurance policies likely to cover it for this purpose. The said elements must be returned in good working order at our company's request.

VI. CONFIDENTIALITY

The supplier is required to keep secret the information provided to it. It undertakes to take all measures to prevent the disclosure of information received for the execution of an order. The plans, sketches, models, technical specifications, special documents, production tools, control tools and various means communicated to the supplier, or of which he will have had knowledge, are and remain the exclusive property of Vision Plast.

VII. RECEPTION AND INSPECTION OF PRODUCTS

The products delivered are subject to acceptance by Vision Plast. Acceptance by Vision Plast is final only after quantitative and qualitative checks have been carried out by our quality department or, where applicable, by our technical departments for services. Unless specifically provided for in the order, Vision Plast will notify the supplier of any refusal of the products delivered within 60 working days of delivery. The refusal of delivery or the bringing into play of the guarantee clause may occur at any time, even in the absence of reservations on the part of Vision Plast at the time of taking charge of the parcels. Any nonconforming product will be returned at the expense and risk of the supplier. Any delivery not accompanied by the documents stipulated on the order and the corresponding delivery slip can be refused by Vision Plast and be the subject of a return of the products at the expense and risk of the supplier. In the case of a return of products for non-conformity, Vision Plast reserves the right either to ask for the replacement or the reworking of the aforementioned products and that with the initial conditions of the order or to deduct from the payments due to the suppliers the justified tariffs, entailed by the setting in contractual conformity such as for example on a purely non-exhaustive basis: expenses of identification and marking, transport, reworking in our factories. In the event that our company is obliged to obtain all or part of the order from another source, the defaulting supplier will automatically bear the difference in cost between the new order and the defaulting supplier's initial order.

VIII. QUALITY AND MONITORING

The supplier is responsible for the quality of supplies and services and implements a quality control and management system adapted to the criteria defined in the technical documents. In the event of an obligation to supply initial samples or standard parts, the order is placed subject to their acceptance by Vision Plast.

We reserve the right to delegate a representative to follow the execution of our order in the workshops of the supplier and its subcontractors where free access during working hours and all facilities to fully carry out his mission must be ensured.

In the event of serious or repeated incidents, we reserve the right to carry out an audit at the supplier's or subcontractor's premises in order to check that everything is being done to deliver compliant products.

IX. DOCUMENTS ACCOMPANYING DELIVERIES

The supplier is obliged to attach to the shipment, in a legible and accessible manner a detailed Delivery Note, recalling in addition the packing and the nature of the packaging, the information appearing on our order as well as the order number to allow identification and quantity control.

X. LIABILITY AND GUARANTEE

The supplier retains responsibility for the proper execution of this order and for any consequences that may arise therefrom under the conditions of common law. The acceptance of samples or standard parts and the payment of invoices by the purchaser do not modify this responsibility in any way. Vision Plast may take advantage of this responsibility even if the non-conformities or defects have escaped its controls and are only revealed by the commissioning or use of the supplies. Consequently, the supplier will reimburse the non-conforming or defective supplies, as well as any return or sorting costs.

The warranty for raw materials and semi-finished products applies from the date of delivery, with no time limit. In the event that the warranty is called into play, the supplier undertakes to replace the defective goods or equipment without delay, and to compensate Vision Plast for any direct or indirect prejudice that it may have suffered as a result of the defects. In the event of default by the supplier, Vision Plast reserves the right to carry out repairs at the supplier's expense.

XI. INVOICES AND TERMS OF PAYMENT

Invoices must be sent to the address of the establishment from which the order originated and must include our order and reference numbers and the supplier's delivery note number, which are essential elements for us to be able to identify and check them. We reserve the right to refuse to invoice and deliver any goods for which we have not placed an order.

XIII. REGULATIONS

The supplier declares that it supplies products or services that comply with French laws and regulations.

XIII. SOCIAL LEGISLATION

The supplier declares that it is in compliance with social legislation and, more specifically, with the provisions concerning illegal employment.

XIV. APPLICABLE LAW

Any disputes that may arise in connection with the execution of this order will be the exclusive jurisdiction of the Commercial Court ruling under French law.