

## General Terms and Conditions of Sale VISION PLAST

### 1 GENERAL PROVISIONS

- 1.1 These general terms and conditions of sale have been drawn up in accordance with current practice in the plastics industry; they apply to all sales of products and supersede any clauses to the contrary formulated by the Buyer.
- 1.2 The general terms and conditions of sale applicable are those in force on the date of the order placed by the purchaser.
- 1.3 Derogations can only be made in exceptional circumstances, given the legal obligation on the Seller to apply the same conditions to all its customers for similar orders.

### 2 PRICE OFFER AND ORDER

- 2.1 All orders imply the Buyer's unreserved acceptance of these terms and conditions of sale.
- 2.2 The price offers contained in the commercial document are valid for a period of 3 months only.
- 2.3 Delivery is subject to the existence of adequate stock at the time the order is received. If the product ordered is not available, the Vendor will offer the Buyer, who must agree, the supply of an equivalent product (material, component, packaging, etc.) likely to replace the product ordered.
- 2.4 The Vendor reserves the right to refuse any order for legitimate reasons and more particularly if the quantities ordered are abnormally high in relation to the quantities usually ordered.
- 2.5 Any order confirmed in writing by the Vendor constitutes a firm and definitive commitment.
- 2.6 The Vendor reserves the right to make, at any time, any modification it deems useful to these products, in particular modifications linked to technical developments under the conditions set out in article R. 212-4, paragraph 4 of the French Consumer Code, without being obliged to modify products previously delivered or in the process of being ordered.
- 2.7 In the event of cancellation of a firm order, the Buyer shall owe the Vendor the full amount of the sums incurred by the Vendor in respect of the order. Any request by the Buyer to modify the order may result in additional costs for the Buyer.

### 3 PRICE

- 3.1 The applicable prices are those shown on the price list in force at the time the order is placed, expressed in euros and taking into account the taxes applicable on the day the order is placed; any change in the rate may be passed on to the price of the products or services. The prices shown in the order are only valid for a maximum of 3 months from the date of the order.
- 3.2 The price may include additional charges for services provided by the Vendor or discounts for services provided by the Buyer.
- 3.3 Sale prices do not include the carriage costs invoiced in addition to the price. In the event of a change in the Incoterm which differs from the initial offer, the Vendor reserves the right to re-invoice the additional carriage costs.
- 3.4 Any tax, duty or other service to be paid in application of French regulations or those of an importing or transit country are to be borne by the Buyer.
- 3.5 Discount conditions are communicated on request in accordance with the commercial document.
- 3.6 Sale agreements may be signed in special cases; they must be drawn up in writing in duplicate, one copy being held by each party.
- 3.7 The Vendor reserves the right to modify its prices at any time, including those indicated on the commercial document, in particular in the event of an increase in the cost of raw materials, components, packaging and/or the cost of production (energy).
- 3.8 Exceptional case: if variation of the raw material price is above +/-15%, the Parties shall meet to find a mutual agreement about how to take this variation into consideration.

### 4 PAYMENT

- 4.1 Unless otherwise agreed, payments shall be made net 30 days from the date of delivery without discount at the Vendor's registered office.
- 4.2 Until payment has been made in full, the Vendor remains the owner of the products sold and may exercise its right of retention over any goods belonging to the Buyer which may be held by the Vendor for any reason whatsoever. The Vendor may also exercise the right of reclamation provided for in the retention of title clause (art. 10) in the event of late or non-payment.
- 4.3 In addition to the right of retention of title provided for in Article 10, failure to return bills of exchange with acceptance and direct debit within 7 days of their being sent, failure to meet any payment deadline, serious damage to the Buyer's credit, in particular the disclosure of a protest or pledge of any kind whatsoever, shall automatically entail, without notice of default and at the Vendor's discretion:

- Either the acceleration of the term and consequently the immediate payment of the sums still due for whatever reason and/or the suspension of all shipments.
- Or the cancellation of all contracts in progress with the retention of any advance payments made and the retention of all goods as stated above.

- 4.4 However, the Vendor may accept payment guarantees (art 10.3).
- 4.5 Any sum that has become due shall, ipso jure and without notice of default, bear interest at the statutory rate plus 20% from the date of the invoice until the date of actual payment, in accordance with the following calculation method:
- $$= (\text{Amount due} * \text{number of days late} * \text{interest rate}) / (365 * 100)$$
- 4.6 The costs of debt collection shall be borne by the Buyer. Any delay in payment shall give rise, in addition to late payment interest, to the invoicing of a fixed indemnity for collection costs of €40. Actual costs exceeding this amount will give rise to additional invoicing.
- 4.7 The Buyer may not defer a contractual payment due date without the Vendor's agreement if delivery is delayed for reasons of force majeure (art 6.5). The same applies to payment of the difference between the total amount of the invoice and the price of the products which may give rise, if the Buyer disputes this, to replacements or credit notes.
- 4.8 No deduction from the invoice may be made for any reason whatsoever without the Vendor's agreement.

## 5 PACKAGING

- 5.1 Unless otherwise agreed, the products are packed in standard packages.
- 5.2 If packaging is consigned, the price of the consignment is payable under the same conditions as the price of the products, and will be reimbursed by credit note after the packaging has been returned to the Vendor within a period agreed at the time the order was placed.
- 5.3 Packaging bearing the Seller's trademark may not be used for products of other trademarks.

## 6 DELIVERY

- 6.1 Delivery is deemed to have taken place when the products are delivered or made available to the Buyer or its carrier at the Vendor's warehouses.
- 6.2 Where applicable, the actual place of delivery is indicated by the Buyer in the order.
- 6.3 Deliveries are made according to stock levels and in the order in which orders are received. Partial deliveries may be made.
- 6.4 Delivery times are indicative unless otherwise agreed. They depend on stocks, supply, manufacturing and transport possibilities.
- 6.5 The delivery times indicated may be extended in the event of force majeure or unforeseen circumstances such as war, riot, pandemic, supplier force majeure, local or national strike, fire, water damage, machine breakdown or any other cause beyond the control of the Vendor or its Suppliers. In all cases, the Vendor must notify the Buyer of the problems and seek equitable solutions with the Buyer.
- 6.6 Neither of the Parties shall be held liable in the event of non-compliance with its contractual obligations resulting from a case of force majeure, as defined by article 1218 of the French Civil Code and case law.
- 6.7 If the Buyer does not take delivery on the agreed date, after formal notice has remained without effect for a period of 8 days after the first presentation of the formal notice letter to the address indicated by the Buyer, the Vendor may cancel the sale and retain the deposit paid as compensation. In all cases, the consequences of this cancellation will be borne by the Buyer.
- 6.8 Delivery will only be made if the Buyer is up to date with its obligations of all kinds to the Vendor.
- 6.9 Unless otherwise stipulated in the contract, carriage and packaging will be provided from a minimum order value indicated in the price list, below which carriage will be charged and packaging invoiced.
- 6.10 If the Vendor is only able to deliver part of an order, the Vendor will pay the additional costs required to deliver the remainder.

## 7 TRANSPORT – RECEIPT

- 7.1 Even in the case of a sale with retention of title, the Buyer must, upon receipt of the products, in the event of damage or missing packages, make all necessary complaints in the presence of the delivery person, express reservations on the delivery note or the transport receipt, and refuse the product if necessary. The Buyer must also notify the Vendor immediately, failing which the Buyer may not take any action against the Vendor.
- 7.2 If the Buyer wishes to take out special transport insurance, he shall bear the cost thereof.

## 8 GUARANTEE AND LIABILITY

- 8.1 The products are guaranteed against all manufacturing defects under the conditions set out in the Vendor's commercial documents.
- 8.2 Any disputes or reservations relating to the characteristics, quantity and quality must be made in writing on receipt in the case of apparent non-conformities. For other non-conformities, within 10 days, enclosing the number of the control sheet for the package and/or the product identification codes.

- 8.3 The Buyer must justify any alleged grievances.
- 8.4 The Vendor will have the opportunity to check the products on site or request their return. Under no circumstances may the return be decided unilaterally by the Buyer.
- 8.5 After agreement on the reality of the defects, it will be agreed:
- either to replace the products free of charge if they are still being manufactured;
  - or the supply of similar products free of charge;
  - or repair, or bringing into conformity, possibly at the Buyer's premises;
  - or a credit note.
- 8.6 No other claim whatsoever will be accepted.
- 8.7 The Vendor cannot be held responsible for faulty assembly or modification of the product by the Buyer, nor for faulty maintenance or use, or the consequence of old age or normal wear and tear.
- 8.8 No claim will be possible if the Buyer or a third-party attempt to remedy any non-conformity of the product without the agreement of the Vendor.
- 8.9 The costs and risks of returning products presumed to be defective shall be borne by the Buyer unless previously agreed otherwise.

## 9 CONFIDENTIALITY

- 9.1 Studies, drawings, models and documents belonging to the Vendor and sent to the Buyer may not be communicated by the latter to third parties and must be returned to the Vendor once they have been examined.

## 10 RETENTION OF TITLE

- 10.1 Sales are made with reservation of title, which means that the Buyer will not become the owner of the products until they have been paid for in full (art. 4.3).
- 10.2 However, from the time of delivery, the Buyer must assume the risks and ensure that they are properly preserved; it may not modify, incorporate or resell them without the Vendor's agreement.
- 10.3 If the legislation of the Buyer's country does not recognise the validity of the retention of title clauses, in particular in the event of receivership or compulsory liquidation proceedings, or if the Buyer wishes to resell the products before payment has been made, the Buyer will be obliged to provide the Vendor with serious guarantees of payment, such as certified cheques, customer drafts, subrogation of payment, endorsement of drafts, etc. The Buyer will also be obliged to provide the Vendor with the necessary guarantees of payment.
- 10.4 Product identification codes must be preserved by the Buyer.

## 11 DISPUTES – LEGISLATION

- 11.1 Contracts are governed by the legislation of the Vendor's country.
- 11.2 In the absence of an amicable solution or arbitration in the event of a dispute, the competent Court will be that of the Seller's registered office.
- 11.3 The Vendor reserves the right, if it is the plaintiff, to bring the matter before the Court of the Buyer's registered office and, if applicable, to invoke the Buyer's legislation.

## 12 CASE OF INJECTION TOOLS AND SPECIFIC EQUIPMENT

### Tools, moulds and specific equipment supplied by the Customer:

When they are supplied by the Customer, the latter assumes responsibility for the perfect concordance of the "tooling" with the plans and specifications. However, and at the request of the Customer, Vision Plast can check this concordance and invoice the cost of this service.

If Vision Plast deems it necessary to make modifications for the proper execution of the parts, the costs arising therefrom shall be borne by the Customer, whose express prior agreement Vision Plast has obtained.

In general, and unless there is a prior 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 does not conform to the use which it was entitled to obtain, the price of the parts initially agreed must be the subject of a request for revision on the part of Vision Plast, an agreement with the Customer having to intervene before any start of execution of the parts.

### Specific tools and equipment made by Vision Plast at the Customer's request:

When it is asked by the Customer to design the tooling, Vision Plast has it made by its partners in France and Asia.

Vision Plast can make two types of tooling: prototype tooling for small series and large series tooling. Services vary according to the type of tooling produced. Each of these tools has its own guarantee, which varies according to the needs of Vision Plast's customers.

Vision Plast undertakes to provide a tooling guarantee without requesting any additional costs from the Customer in accordance with the commercial document. However, in the event of product development leading to a modification of the tooling at the request of the customer, Vision Plast reserves the right to review the tooling guarantee.

Prototype tools made for all industrial sectors are guaranteed for a maximum quantity of parts negotiated with Vision Plast's Customer.

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

If the Customer of Vision Plast decides to move and carry out the productions on another site without prior agreement, the guarantee of the tooling concerned will cease. In any case, Vision Plast could not be held responsible for the incidents and the costs relating to this tooling.

The terms of payment for tooling vary according to the type of tooling and where it was made:

**Series tooling produced in France:** 30% on order / 40% on presentation of the first parts produced from this new tooling / 30% on validation of the parts.

**Production tooling made in Asia:** Production tooling made in Asia: 30% when the order is placed / 30% when the first parts from this new tooling are presented / 30% before leaving Asia / 10% when the parts are validated.

**Prototype tooling produced in France or Asia:** 50% when the order is placed / 50% when the first parts from this new tooling are presented.