

GENERAL TERMS & CONDITIONS OF SALE

The translation of the General Terms and Conditions of Sale is for information only and does not replace the original.

1. Offer

The offer from Plastiques Pöppelmann France S.A.S. (PPF) is only deemed firm if it is accompanied by a period of validity. PPF can only be bound by its express acceptance of the Customer's firm and final order.

2. Orders

2.1 By placing an order, the Customer fully accepts these terms and conditions of sale. These general terms and conditions of sale prevail over any clauses to the contrary made by the Purchaser, in particular those printed on the order forms, unless unequivocally accepted in writing by PPF.

2.2 Changes made to orders by the Customer are taken into account provided that said order is not in progress or the raw materials have not yet been ordered.

3. Delivery

3.1 Delivery times are provided for information only. They may be extended due to an unforeseeable event or an event caused by third parties (force majeure, strike, fire, late delivery of raw materials, etc.)

3.2 In the event of an unforeseeable disruption at the production stage and which is beyond PPF's control, PPF reserves the right to cancel the delivery without compensation to the customer. PPF shall also assume no payment for any possible cover purchase.

3.3 Partial deliveries are authorized.

3.4 A tolerance of +/- 10% is allowed with regard to the number of parts delivered.

4. Transport

4.1 Prices are stated ex-works RIXHEIM, except as otherwise expressly provided for. Transport risks are borne by the receiving party, including those for deliveries free of charge.

4.2 The carrier and the means of transport are chosen by PPF. In the event of the Customer deciding otherwise, it shall bear the additional costs incurred.

4.3 The costs for express or fast shipping are borne by the Customer.

4.4 An additional insurance policy covering the actual value of the shipment is only taken out at the express request of the receiving party.

4.5 Shipments are in principle made on euro-pallets. They must be exchanged upon delivery. Otherwise, these pallets shall be invoiced at the market price at the time of delivery.

5. Claims – Warranty

5.1 Under penalty of forfeiting the right to the warranty, any claims concerning apparent non-conformities must imperatively be made in writing, within 8 days of the delivery in question. This claim must be made directly by the Customer and not by an intermediary (agent, representative, etc.).

5.2 Under the same conditions as Article 5.1, any claims concerning non-compliances that are not apparent must be made within 6 months.

5.3 Any claim acknowledged as justified by PPF entitles the claimant to have the goods purely and simply replaced or be reimbursed. The dispute may be settled by establishing a credit note to be deducted from the corresponding invoice.

5.4 PPF accepts no liability nor any compensation for a loss resulting from the product being used or transformed by the customer or a third party.

5.5 Goods cannot be returned without the prior agreement of PPF.

5.6 PPF is free to choose its suppliers - toolmakers, whether certified or not.

5.7 The requalification checks shall only be done according to the criteria defined and entered in our QAC system (monitoring plan). Any other requests or additional criteria, shall be subject to an estimation of the costs incurred.

6. Payment

6.1 The payment of invoices must be made in cash, by cheque, direct debit, bank or postal transfer. It is only valid if sent directly to PPF, unless otherwise expressly provided for. The payment terms in mainland France and in the French Overseas Departments and Territories (DOM/TOM) comply with those provided for in the French Economy Modernization Act (LME) of 04.08.08 (No. 2008-776). When effecting a payment, all bank fees are at the issuer's expense.

6.2 In the event of delayed payment under the terms stipulated, the amounts due shall automatically bear interest at the minimum rate of 3 times the legal interest rate. This interest shall be increased by a fixed amount to compensate for recovery costs of 40 euros, without this having any adverse effect on the due date of the debt.

6.3 In the event of the Customer's credit rating deteriorating, PPF reserves the right to require guarantees with a view to the commitments provided for in the contract being fulfilled. Refusal to provide them entitles PPF to cancel all or part of the order.

6.4 The Customer accepts that PPF may at any time offset any reciprocal debts and claims against one another, under the terms and conditions permitted by law.

7. Penalties

7.1 Non-payment by the Customer may result in the payment of a fixed penalty amounting to 15% of the amounts due, in addition to interest at the legal rate and possible legal costs.

7.2 Any wrongful termination of the contract by the Customer may give rise to the payment of a penalty equal to one quarter of the turnover achieved in the last 12 months by PPF with the Customer.

8. Retention of title

8.1 PPF remains the owner of the goods delivered until full payment is made by the Customer.

8.2 As the Customer is liable in the case of the goods delivered being lost or destroyed, the former is required to have the goods insured against any loss or damage.

9. Industrial property

9.1 The transfer or the provision of parts, molds, dies and tools from PPF does not result in the transfer of intellectual or industrial property rights.

9.2 The studies, drawings and models conveyed by PPF to the Customer may not be disclosed to a third party without the prior written consent of PPF.

9.3 The Customer holds PPF harmless against all the consequences of any action, whether legal or not, of a third party which could be brought against it due to the execution of an order for parts covered by an industrial or intellectual property right.

9.4 Unless otherwise expressly stated, the Customer authorizes PPF to exhibit some of the parts it produces, during an event (show, trade fair, exhibition) or on advertising and sales media.

10. Jurisdiction

PPF's goods are payable in Rixheim. Contracts are subject to French law. In case of dispute, the competent court shall be the District Court in Mulhouse, in its commercial chamber.