



## GENERAL TERMS AND CONDITIONS OF SALE

**Our sales are governed by these general terms and conditions of sale. They prevail over any terms and conditions of purchase, unless explicitly and duly waived on our part.**

### **1. Payment**

Unless stated otherwise in the particular terms and conditions agreed upon by the Parties during the sale or order, which will appear on the invoice, all invoices are payable upon delivery.

Where payment is made prior to the stated date, the applicable discount will be stated on the invoice. Said discount will apply only where payment is made within 8 business days after delivery. The discount will be deducted from our taxable gross sales; the amount of VAT that can be deducted must be in line with the discount.

If the total payable is not settled by the due date on the invoice and the period established by these general terms and conditions of sale (i.e. from delivery), the amount outstanding will incur interest calculated pursuant to Article L.441-6-1 paragraph 8 of the French Commercial Code (ECB rate + 10 percentage points) from the due date of the invoice.

In accordance with Article 441-6c and D441-5c of the Commercial Code, any delay in payment will incur, as of right, an obligation on the part of the debtor to pay a fixed sum of €40 for recovery costs, in addition to the late fees.

A supplement to the fixed sum may be claimed upon proof that the recovery costs are greater than the stated amount. Irrespective of the due date appearing on the invoice, failure to comply with a single due date or the rejection of proposed negotiable instruments will cause all debts to be immediately due and payable, without formal notice or any discount being allowed.

As a penalty for late payment, the purchaser will be liable for the greater sum of (i) 15% on the outstanding amounts, or (ii) €152 excluding VAT.

In the event of non-payment, we reserve the right to cancel the sale as of right and without notice, by means of a simple registered letter. In such a case, any advance payments made will be retained to cover the damages incurred by the cancellation of the sale.

In the event of late payments, any amounts received, of any nature, will be firstly attributed to the sums due.

### **2. Retention of title**

The seller retains title over the goods sold until full payment of the entire purchase price including all related costs and expenses, in accordance with Law No. 80-335 of 12 May 1980.

The issuance of a document creating an obligation to pay (negotiable instrument or other) will not constitute a payment for the purpose of this clause. The failure to pay any sums by their due date may lead to the repossession of the goods. In such a case, any advance payments and partial payments will be retained to cover any losses incurred in the resale of the goods. This clause does not prevent the transfer to the Purchaser upon delivery of the goods of the risks of loss and degradation of the sold goods, as well as any damages caused.

### **3. Delivery and transport**

Unless stated otherwise, delivery is made at our factory or store.

If such delivery is delayed for any reason outside our control, delivery will be deemed to have occurred at the agreed date.

Delivery dates stated by us are solely for information purposes, even if stated as accurately as possible. Accordingly, we will not be liable for any damages in the case of delay unless stated otherwise and explicitly accepted by us at the time of entering into the contract.

### **4. Warranty**

All goods not subject to a claim made by registered letter with acknowledgement of receipt within five days of receipt of the goods will be deemed compliant with the order; furthermore, any visible defects, or defects that the purchaser should have become aware of since delivery, which could affect the goods will be deemed to have been accepted by the purchaser thereby excluding the goods from any warranty and releasing the seller from any liability.

### **5. Jurisdiction over disputes**

The Commercial Court of Grenoble shall have exclusive jurisdiction over any dispute relating to this sale, even in the event of the introduction of third parties or multiple defendants.

## **Plastiques Hautes Technologies**

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**Private limited company with share capital of €50,000. Companies Registry of Grenoble 453,896,615 -APE 2221Z -VAT**  
**FR 74 453 896 615**