

Priplak General Conditions of Sale (English translation for information)

The sale of products or services (hereinafter the “goods”) by Priplak (the “seller”) is governed by these conditions as supplemented, where applicable, by plastics industry and trade practices. These conditions of sale are deemed to have been accepted unconditionally by the buyer. Any departure from these conditions shall be subject to the prior written consent of the seller.

I – PLACING ORDERS

The buyer must examine the characteristics of the goods and their restrictions of use before placing any order. To this end, the buyer may ask the seller to provide it with the technical specifications of the goods and request any additional information in light of the specific nature of its business environment and its expectations.

Written confirmation of orders (“order confirmation”) shall be sent to the buyer or to the consignee by fax, e-mail or ordinary letter; the conditions of acceptance of the order, which may, if required, differ from the buyer’s order in certain respects, shall be set out in the order confirmation.

The terms of the order confirmations alone, including *inter alia* the price and terms of payment, shall be binding on the seller, irrespective of the terms set out on the buyer’s orders.

It is therefore the responsibility of the buyer to check the order confirmation. If the seller does not receive from the buyer any restrictions regarding non conformity to the original order, in a written way within 24 hours of receipt of the order confirmation by the buyer, the order shall be a firm order and shall be executed in accordance with the terms of the order confirmation.

If any modifications or cancel of order by the buyer after the confirmation order sent by the seller, all additional cost related to this modifications or cancellations (production process, administrative, specific raw material supply, ...) will be invoice to the buyer. Any modification of the delivery address by the buyer, that modify transport cost, will generate a modification of the final invoice of the corresponding transport cost variation amount.

II – DELIVERY

1. Delivery deadlines

Delivery deadlines and dates of shipment are given on a purely indicative basis, unless otherwise stipulated on the order confirmation.

2. Transfer of risks

Deliveries are executed at the risk of the buyer.

a) With regard to goods that the seller agrees to dispatch, the risk shall pass at the time of loading at the seller’s premises on the mode of transport chosen by the latter on the buyer’s behalf.

With regard to goods shipped outside France, the risk shall pass in accordance with the Incoterm mentioned in the order confirmation.

If on delivery of the goods the buyer notes the loss of or damage to the goods, it must immediately enter reservations on the delivery documents presented by the carrier. The reservations must be confirmed by registered letter with acknowledgement of receipt sent to the carrier within three working days following the delivery with regard to products delivered in France and within seven working days with regard to products delivered to other countries. The buyer must send a copy of the letter to the seller.

b) With regard to goods to be collected by the buyer from the seller’s premises, the risk shall pass at the date agreed as being the date on which the goods are placed at the disposal of the buyer at the seller’s premises.

3. Impossibility to deliver (definitive, temporary or partial)

The seller shall be released from its obligations by the occurrence of any event beyond its control which prevents or delays delivery of the goods and which is not caused by an intentional or serious fault committed by it. The seller must notify the buyer of the occurrence of and the reasons for the temporary or definitive impossibility to deliver if the circumstances so allow. If the impossibility to deliver is temporary, execution of the contract shall be suspended so long as delivery remains impossible. However, if the impossibility to deliver persists for more than 30 days, both parties shall be entitled to terminate the contract without compensation. Nevertheless, if the impossibility to deliver relates to a delivery already due, which forms part of a contract providing for successive deliveries, the right to terminate shall apply only to the delivery that is due to be made but not to future deliveries. If the seller has already manufactured part of the goods ordered when an impossibility to deliver occurs, the buyer shall take delivery of the quantities that have been manufactured under the agreed conditions.

4. Failure to collect goods or refusal to take delivery

If the buyer fails to collect goods from the seller's premises or refuses to take delivery of goods when delivery is due, the seller shall be entitled to store the goods in a warehouse at the buyer's expense and to claim reimbursement of the costs related to carriage from the buyer.

If the delay in collecting goods from the seller's premises exceeds the date on which the goods become available for collection by more than two weeks or if the buyer refuses to take delivery of the goods, the seller shall be entitled to terminate the contract, to resell the goods and to claim from the buyer the difference between the price initially agreed and the resale price of the goods.

5. Use of goods

The buyer shall assume all risks and shall bear all liability that may result from any change in the technical characteristics of the goods subsequent to warehousing or storage of the goods under inappropriate conditions; the buyer, acting in a professional capacity, represents that it has good knowledge of the warehousing or storage conditions that are appropriate for the goods. In addition, the buyer agrees to refrain from seeking the seller's liability for any reason whatsoever in the event of the loss of or damage to the goods or to any person whomsoever subsequent to the use of the goods otherwise than for their intended purpose.

III – PAYMENT

1. Price

Unless otherwise stipulated, goods shall be invoiced at the prices prevailing at the date of delivery or at the date when the goods are made available for collection. Any rebates, discounts and allowances that have accrued shall be stated in the invoice. End-of-year discounts and rebates shall only be due by the seller if the amount invoiced has effectively been paid. Any late payment under the contractual terms of payment applicable between the parties shall not be taken into account to calculate end-of-year discounts and rebates.

2. Due date for payment

In order to open a customer account, a duly authorised representative of the buyer must fill in, sign and submit an account application form that includes *inter alia* acceptance of these conditions of sale, and provide a bank account identification slip (*Relevé d'Identité Bancaire* or RIB) of the bank account from which payment will be made.

The due date for payment shall be calculated from the date of invoice.

The buyer must place the funds at the disposal of the seller no later than on the due date for payment.

Subject to the paragraph below, the due date for payment of amounts due shall be 30 days from the date of invoice.

The seller reserves the right to grant such credit terms as it may see fit in accordance with the buyer's credit situation. In any case the payment term couldn't exceed the maximum term fixed by Art L441-6 of Code de Commerce, that is to say 45 days end of the month of 60 days from date of invoice.

The seller shall assess the buyer's credit situation on the basis of information provided by the buyer and by business information agencies.

Accordingly, the seller may demand guarantees or the prepayment of goods before executing an order.

Bills of exchange that may be forwarded with the invoices for acceptance must be returned to the seller within 48 hours. Failing this, the terms of article 3 hereinafter shall apply by operation of law.

The opening of bankruptcy proceedings against the buyer or a change of its legal status shall automatically cause all outstanding amounts relating to unpaid delivered goods to become immediately due and payable. In the case of a buyer governed by French law, the foregoing shall only apply if court-ordered liquidation proceedings are instituted against it.

No discount shall be granted for the early payment of an invoice.

3. Late payment and immediate payability of all amounts owing

If an invoice which is due is not paid in full on the due date, the seller shall be entitled to:

- a) A late-payment penalty the amount of which shall be calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. This penalty shall be payable without the need to issue a reminder;
- b) The immediate payment of all outstanding invoices;
- c) Payment prior to delivery of all orders already accepted ;
- d) A fixed sum of 10% of all amounts still due in principal as liquidated damages. These liquidated damages shall be definitively due without the seller having to prove any harm.
- e) The payment of one compensation fixed of 40 euros for collection charges, in application of articles l441-6 and d441-5 of the commercial law, and it as a supplement to the penalties for delay in payment of the point and any additional sum which the seller can demand.

Moreover, the amount of any late-payment penalties owed to the seller in relation to invoices issued during the current year and not fully paid to the seller shall be deducted from the buyer's potential end-of-year discount or rebate.

Finally, the payments made by the buyer, regardless of the appropriation given by the buyer to the sums, and even if their total amount corresponds precisely to the amount of one of the invoices, will be applied in priority as settlement for those of the seller's invoices corresponding to goods that have been used or resold.

4. Set-off

No set-off may be effected without the seller's express prior consent.

5. Retention of title

The seller shall retain title of the goods delivered until payment in full of all sums due to it by the buyer. The goods delivered, in the buyer's inventory, shall consequently be treated by the latter as being on consignment to it and shall be properly insured by the buyer; these goods shall remain the seller's property to the extent of the debts, outstanding or otherwise, of the buyer to the seller. If such goods cannot be easily identified, all goods that meet the same specifications and not themselves identified shall be deemed to belong to the seller to the extent of the seller's claim.

However, in order to simplify the identification of goods, it is forbidden to remove the distinctive identification marks on the goods before their use. Furthermore, the resale and processing of the goods are forbidden in case of bankruptcy proceedings. The seller may repossess all of the goods, whether processed or not, to which title is retained either if an outstanding invoice is unpaid or in the event of impairment of the buyer's credit.

If the seller repossesses the goods after processing by the buyer and sells them to a third party, it shall receive the sale price thereof to the extent of the value of the goods, the interest thereon from the date of invoice and the costs of the sale; any surplus shall be retained by the buyer.

If the goods are resold by the buyer, the seller shall have the right to take direct action in respect of the sale price of these goods against a sub-buyer or any agent of the original buyer. Accordingly, the sub-buyer or agent shall be responsible for paying over the seller all sums that may remain due to the original buyer as a result of the sale of the goods that are the subject matter of this retention of title clause. In case of the buyer resell the goods, he has to inform the new buyer about this retention title clause.

The application of this clause shall in no event later the terms concerning the transfer of risks. Nor shall it exclude an action for rescission of the sale and/or damages by the seller in order to compensate for the loss of earnings or the harm sustained by it.

Lastly, this clause shall apply irrespective of the legal status of the buyer, with the following exception: the retention of title clause set out below in German ("Eigentumsvorbehaltsklausel") shall be governed by German law and shall apply to all deliveries of goods in Germany.

In the event of bankruptcy proceedings, the effects of this clause shall be limited, if necessary, by application of the law.

IV – SPECIALLY MANUFACTURED PRODUCTS

Any component, item or product (a "Special Product") made or developed by the seller in the context of the execution and/or implementation of an order placed by the buyer shall remain the property of the seller. Such Special Product and all the rights relating thereto shall remain the exclusive property of the seller, whether or not the creation of such Special Product entails a cost for the buyer.

Consequently, the buyer may not rely on any right whatsoever relating to the Special Product and agrees to refrain from making any claim whatsoever against the seller in this respect.

V – CLAIMS

As soon as the goods arrive at their destination point, the buyer shall check that the goods conform to the order placed. In the event of non-conformity, in order to be accepted for examination, claims must specify the product characteristics under warranty according to the order confirmation or, failing this, the delivery note, and be sent in writing to the seller:

- before the goods are used and no later than 15 days from the date of their delivery, when the goods have patent defects,
- within four months from the same date when the goods have hidden defects. In this case, claims shall not be accepted if more than 10% of the goods delivered have been used.

The use of more than 10% of the goods delivered shall constitute the express acceptance of the total delivery of goods.

If, in the course of use, the goods appear to be unsuitable for their intended purpose, work shall be immediately suspended. The seller shall be informed at once and allowed to study the performance of the goods and their conditions of use on site. Work shall not resume until a formal agreement is reached between the seller and the user.

If the seller acknowledges that a claim is justified, the seller shall take back at its own expense the non-conforming goods which shall be sent back to it by the buyer in good condition and in their original or similar packaging or wrapping. The seller shall replace the goods as soon as possible in accordance with its production capacity and with its other commitments.

In the event the seller decides not to replace the non-conforming goods, the buyer may claim compensation limited to the value of the goods acknowledged as being non-conforming.

VI – GOVERNING LAW

These conditions of sale shall be governed by French law unless the seller elects the laws of the buyer's country as governing law, in particular as regards the retention of title clause and/or an action to establish ownership.

The United Nations convention on contracts for the international sale of goods signed on 11 April 1980 in Vienna is not applicable to the present sale, which shall be governed by these conditions of sale.

Consequently, any provision to the contrary included in any document shall be considered as null and void.

Should any of these conditions violate public policy, only the non-compliant provision shall become ineffective; all the other conditions shall remain in full force and effect.

VII – LIMITATION OF LIABILITY

The parties represent that they have acted in a professional capacity for the purpose of the present sale.

The parties have agreed to the following provisions with respect to liability: the buyer represents that it has knowledge of and agrees with such provision.

In case of non-performance or of total or partial defective performance by the seller of any of its obligations which is not due to an act of fraud ("dol") or a serious fault ("faute lourde") committed by the seller, the seller shall only be required to refund to the buyer an amount equal to the price of the goods or such portion of the price as reflects the percentage of the goods affected by the seller's partial or defective performance or its non-performance. This limitation in the amount of compensation applies in particular to the covenant of peaceful possession ("garantie d'éviction") and the warranty of hidden defects ("garantie des vices caches"), due by the seller to the buyer. Consequently, if the seller fails to comply with the obligation incumbent upon it by reason of the covenant of peaceful possession due to the buyer, it shall not be liable for the effects thereof or for the costs or damages resulting therefrom (as provided for in article 1630 of the French code civil).

VIII – SHARING OF LIABILITY

- A. If a fault committed by the buyer contributes to the harm it suffers due to the non-performance or total or partial defective performance by the seller of any of its obligations, liability for such harm shall be shared between the buyer and the seller in proportion to their respective contribution to the occurrence and/or the extent of the harm caused. The term "fault" shall include inter alia the case where the buyer fails to take reasonable measures in order to reduce or eliminate such harm.
- B. Whether the buyer has committed a fault or not, if the harm suffered has been exclusively caused by the buyer, the seller may not be held liable in any manner whatsoever. Consequently, the buyer shall not be entitled to claim damages from the seller.

IX – LITIGATION

All disputes or disagreements not resolved amicably by the parties shall, even in the event of an action to enforce a warranty or a multiplicity of defendants, be referred to the Nanterre Commercial Court, unless otherwise expressly agreed, however, the seller the right to refer the matter to the courts having jurisdiction over the buyer's registered office.

These conditions of sales are written in French and have been translated into English for information purposes. However, the French text alone shall be the authoritative version.