

## Terms & Conditions for international sales June 2019 – Carlier Plastiques

### 1. General

1.1 The following terms and conditions of business are subject matter of all sales contracts concluded between Carlier Plastiques and its customers.

1.2 Acceptance and performance of purchase orders shall be exclusively subject to the following terms and conditions. No condition issued by the Customer shall commit the Supplier unless we expressly agree with them in writing.

### 2. Offers, Acceptance of Orders, Cancellation

2.1 The language of the agreement shall be English.

2.2 Offers, estimates, brochures, advertising, plans, technical and/or commercial documentation and similar documents shall not be binding, especially with respect to, but not limited to price, quantity, delivery time, quality, dimensions and availability.

2.3 When building a body construction, it is the Customer's responsibility to choose the adequate type and thickness of panel for the intended application.

2.4 Purchase orders shall become binding on the Supplier only once confirmed by him in writing. The same shall apply to modifications of purchase orders. The Supplier shall, however, have the option to accept a purchase order by commencing production without prior order confirmation.

2.5 Any customer cancelling all or part of their order or postponing the delivery date will reimburse Carlier Plastiques any cost incurred to this point. This is done without prejudice of the direct or indirect consequences from Carlier Plastiques that they may have as a result of this change.

### 3. Price, Payment Conditions

3.1 The prices stated in the order confirmation shall apply. However, Carlier Plastiques reserves the right to adjust accepted prices in the event of change of exchange rates, variations in costs of materials, changes in wages, interference on the part of the government, custom duties or similar conditions over which we do not have any control.

3.2 Unless otherwise agreed, prices shall be understood ex works (EXW) plus possible costs of delivery and packaging, plus taxes and other charges related to delivery. Prices have been calculated free of any tax, duty or any other charges outside of France which will be at the exclusive charge of the Customer.

3.3 Carlier Plastiques can make offers with carriage costs included in the panel prices. Then a minimum quantity applies and is notified in the offer.

For small quantities and for panels higher than 3000 mm, Carlier Plastiques will request a carriage cost contribution.

3.4 Unless longer payment periods are approved in the order confirmation, the payment of the price shall be effected within 30 days from the date of invoice without cost and without any deduction to the account of Carlier Plastiques indicated on the invoice or the order confirmation.

3.5 The Customer shall not be allowed to retain payment from the purchase price or to set off after sales claims unless such claims have been approved by Carlier Plastiques in writing or awarded by final judgment rendered by a court of competent jurisdiction.

3.6 Payments shall be effected in such currency as the price is expressed in the invoice.

3.7. In all instances, Carlier Plastiques shall be entitled to offset any sums paid by Customers against any amount due, as he deems appropriate.

3.8 Default in payment for more than the agreed payment period, or, if no such period has been specified, for more than 30 days constitutes a fundamental breach of contract. Carlier Plastiques is entitled to 8 per cent point's above the base rate of the European Central Bank without prejudice to any other remedies. Carlier Plastiques shall be at liberty to assert any damage incurred caused by payment default.

### 4. Insolvency

4.1 If circumstances arise which cast doubt on the Customer's credit worthiness, Carlier Plastiques may require a prepayment and/or a payment guarantee before continuing to process the order or make delivery or may withdraw from the contract.

4.2 If the Customer stops or suspends payments, or if a petition to commence an insolvency proceeding is filed or equivalent proceedings provided by the laws applying to his business are initiated, Carlier Plastiques may declare the contract voided in whole or to the extent performance is outstanding without giving prior notice and without preventing him from exercising any other remedy.

### 5. Intellectual and Industrial Property Rights

5.1 All estimates, brochures, advertising, plans, technical and/or commercial documentation and similar documents used by Carlier Plastiques in the production of the goods remain the property of Carlier Plastiques.

5.2 The customer carries sole responsibility for checking the right of reproduction, copyright and other industrial property rights on the documents and material supplied by him. In accordance with this, the Customer must indemnify and keep harmless Carlier Plastiques from and against all claims by third parties.

### 6. Delivery Schedule

6.1 Carlier Plastiques indicates delivery time as a specific week.

In case of grouping of orders from different customers, Carlier Plastiques reserves the right to change or postpone the delivery schedule indicated on the acknowledgment of receipt.

6.2 The Customer may not cancel his order or withhold any payments in case of exceeding of the estimated delivery schedule. Carlier Plastiques may deliver any goods in instalments.

6.3 Carlier Plastiques shall be released from his obligation to perform on schedule until we have received:

- The Customers' late payments or prepayment for the order
- Drawings, specifications, tools or materials provided by the customer

6.4 Carlier Plastiques shall not be liable to the Customer or any other person or organization for any failure to deliver all or any portion of the products scheduled and shall not be liable for any direct, indirect, incidental or consequential damages resulting from any failure to meet such schedule. If, by way of exception, Carlier Plastiques and the Customer agree on penalties for delay of delivery, the cumulated amount of these penalties shall not exceed 5 % of the value of the delayed goods before taxes.

### 7. Delivery, Carriage, Risk Transfer

7.1. Unless otherwise stated in the order confirmation, delivery shall be made EXW at the place of business of Carlier Plastiques. Carriage of the goods to the Customer and related formal requirements shall be handled by the Customer, unless this is expressly assigned to Carlier Plastiques by the delivery clause contained in the order confirmation.

7.2 The Customer shall take over the goods at Carlier Plastiques' place of business within 7 days after being notified that the goods are available (Day must be agreed with Carlier Plastiques before). Exceeding such period may induce storage costs.

7.3 Upon delivery of the goods, the Customer shall perform an immediate inspection of the goods for transport damages. In case of damages, the Customer shall absolutely express written reservations on the waybill and assert his claims against the freight carrier.

### 8. Object of Sale, Conformity of Goods

8.1 The object of sale shall be exclusively determined by the contents of the order confirmation.

8.2 Goods are in conformity to the current issue of the norm NF T 57-950-1 for sandwich panels for road transport bodywork.

8.3 Carlier Plastiques shall not be liable for the conformity of materials chosen by or supplied by the Customer or faulty design or flawed conceptual guidelines.

8.4 Carlier Plastiques shall not be liable for defects of the goods arising from:

- Improper handling (for example, handling with forklift trucks is not recommended),
- Outside storage with the protection film for transportation,
- Inappropriate use, assembly, installation and/or maintenance,
- Processing of the panel by the customer in its manufacturing process. All panels must be used in accordance with the Carlier Plastiques' specifications and documentation as detailed in the *Users' Guide for GRP Panels* (available on our website and upon request).

The Panels must be assembled into the body construction using good body building practices, suitable-profiles and adequate fastening systems. The panels or the openings made in the panels must be adequately sealed to prevent humidity from penetrating.

### 9. Inspection of Goods, Notification

9.1. The customer loses the right to rely on a lack of conformity which could be discovered when taking over the goods if he does not give written notice to Carlier Plastiques specifying in detail the nature of such lack of conformity within 7 days after taking over the goods.

The customer must check the panels before using them. If a visible defect is noticed after the cutting or the assembling of the panel, it will not be considered by Carlier Plastiques.

The warranty period is of 6 months and is effective from the delivery date at the customer's premises.

### 10. Rights Arising from Lack of Conformity, Precautions

10.1 The Customer has to prove that the lack of conformity is Carlier Plastiques' responsibility. Carlier Plastiques requires for this purpose the order reference(s), the type and number of panel(s) concerned and photos of a minimum resolution of 500ko. Without this information, Carlier Plastiques may decline the analysis of the complaint.

10.2 The Customer agrees to give Carlier Plastiques the opportunity to inspect and verify the alleged lack of conformity of the goods.

10.3 The Customers' remedies in the case of a lack of conformity are limited to repair or to replacement of the goods at Carlier Plastiques discretion and for a maximum value equivalent to those of the goods. The Customer shall not be entitled to cancel the contract unless a lack of conformity amounts to a fundamental breach of contract and is not remedied by Carlier Plastiques within a reasonable grace period of not less than 6 weeks to be fixed by the Customer.

10.4 Goods may not be returned without prior written agreement from Carlier Plastiques. Goods must be in their original condition (No work carried out by the customer), the panels must have been stored inside and with the proper delivery protection.

10.5. Panels can be repaired with appropriate materials and according to part 3 of the norm NF T 57-950 for sandwich panels for road transport bodywork.

10.6 Any reduction of the purchase price by the Customer requires the prior written approval of Carlier Plastiques. Carlier Plastiques will not accept any claim for damages for remedial work undertaken by the Customer unless he has received and approved in writing an estimate of provisional costs and materials prior to the repair.

10.7 Replacement or repair of the goods by Carlier Plastiques shall not yield to a renewal or an extension of the warranty period specified under section 9.1.

10.8 The guarantee only applies in the country where the invoice is issued. In case of sale of our products in a different country by the invoiced customer, we do not accept any responsibility for the legal or financial problems related to this sale.

10.9 In the case of panels being colour impregnated, Carlier Plastique draws your attention to the fact that a gelcoat coating is not equivalent to a paint. The colour can degrade over time and more particularly for dark colours.

This particular case is not covered by our warranty.

On customer's request, a protection film can be put on the outside face of the panel but Carlier Plastiques reminds the customer that this film must be removed within 3 weeks (Please refer to our user's guide).

10.10 In the case where the panels are painted by the customer, especially in dark and/or metallic colours, Carlier Plastiques draws your attention to the fact that there may be a possible risk of cracks or blisters caused by the heating of the panel in certain weather circumstances. We decline any responsibility for the appearance of such defects.

10.11 In the case of use of adhesive decals, the customer must check the suitability of the film with our panels with its supplier and comply with its requirements for the laying and the stability over time. Carlier Plastiques cannot be held responsible for the appearance of any defect.

### 11. Force majeure, Impediment to Performance

11.1 Force majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labour, utilities or raw materials and supplies, facilities damages, strikes, lockouts, acts of government and any other hindrances beyond the control of Carlier Plastiques which diminish, delay or prevent production, shipment or acceptance of the goods, or make it an unreasonable proposition, shall relieve Carlier Plastiques from its obligation to supply as long as and to the extent that the hindrance prevails.

11.2 To the extent that Carlier Plastiques is not liable for a failure to perform any of his obligations because failure was due to an impediment beyond his control, the Customer may not claim damages nor exercise any other remedy.

### 12. Reservation of Title

12.1 Title to the Goods shall not pass to Customers until or unless all sums owed to Carlier Plastiques under prior or subsequent transactions are paid and credited onto Carlier Plastiques' bank account. Whilst under the care of the Customer, the Goods shall be kept separate and adequately identified as Carlier Plastiques' property. Furthermore should Carlier Plastiques need to claim and recover its Goods under this clause, the Customer prior agrees that Carlier Plastiques has access and can enter the Customer's premises or obtains the required authorization from any other third party storing the Goods.

If the Customer defaults on any of its obligations of payment to Carlier Plastiques, we shall have the right, without written notice granting a respite and without cancelling the contract, to demand the return of the goods in which he has retained title. In this case, all Goods stored by the Customer shall be deemed to be unpaid goods.

This reservation of title shall not preclude the transfer of risk of the Goods to the Customer.

12.2 Acceptance of the returned goods shall not constitute cancellation of the contract unless Carlier Plastiques has expressly declared this in writing. If the Supplier cancels the Contract, he shall have the right to demand compensation for losses on the occasion of resale of the goods.

12.3 Down payments already received remain property of Carlier Plastiques in compensation of any other amounts that may be due by the customer.

### 13. Liability of Carlier Plastiques

13.1 Carlier Plastiques shall not be liable under any circumstances to the Customer, his officers, agents, employees, successors and assignees, for any special, consequential, indirect, punitive and incidental damage of whatsoever kind or nature, including without limitation, any losses, costs, damages, loss of revenue or profit, incurred or suffered by the Customer or any third party as a result of or arising out of any lack or loss of use of the goods or part thereof or any other property for any reason whatsoever, unless it results from a fundamental breach of contract by Carlier Plastiques.

13.2 The total and cumulative liability of Carlier Plastiques arising out of or in connection with the contract, from any cause whatsoever shall in no event exceed twenty per cent (20 %) of the total contract price.

13.3 Carlier Plastiques shall be released from any liability under this agreement after a limitation period of six months after the Customer has taken over of the goods. Any right to damages shall be extinguished if an action is not brought within six months of the taking over of the goods by the Customer.

### 14. Applicable Law, Place of Jurisdiction

14.1 Any contract resulting from the business relationship between Carlier Plastiques and the Customer shall be governed by the United Nations Convention on the International Sale of Goods (CISG). Questions concerning matters which are not governed by this Convention, or which cannot be settled in conformity with general principles on which it is based, shall be settled in conformity with the laws of France.

14.2 The international rules for the interpretation of trade terms "Incoterms" shall apply.

14.3 The exclusive place of jurisdiction for both the Customer and Carlier Plastiques shall be the competent jurisdiction at Carlier Plastiques' principal office in this case, the Commercial Court of Arras. However, we reserve the right to bring action against the Customer at the Customer's general place of jurisdiction.

### 15. Invalidity of individual clauses

If individual terms of these Sales Conditions are invalid or unenforceable this shall be without prejudice to the validity of other terms.