

GENERAL CONDITIONS OF SALES AND FABRICATION

The manufacturer, LTP (La Tôlerie Plastique), has manufacturing facilities that enable the company to produce plastic enclosures, parts and covers without specific moulds, to be designed according to the specifications validated by the Customer.

These products, hereafter referred to as "Contractual Products", are intended to be integrated into equipment and systems.

The company LTP intends to transfer to the Customer the ownership of the products designed and manufactured to measure.

Prior to the acceptance of these general conditions, the Customer has expressed a need on the basis of which LTP has sent a quote.

Article 1 – Purpose of the general conditions

The purpose of these general conditions is to govern the contractual relationship between the company LTP and the Client.

The fact that the Client validates the quote sent by LTP means that the Client accepts these general conditions.

Article 2 - Obligations of LTP regarding the contractual Products

LTP undertakes to deliver the Contractual Products whose list and prices are mentioned in the quote.

LTP undertakes to supply Products that comply with the legal requirements in force and the contractual requirements.

LTP is responsible for the non-conformity of the Products under the following conditions:

2.1 Tolerances

The general tolerances of LTP are as follows:

a) General Tolerances

Dimensional (assembly-folding):

Dimensions and tolerances in mm			
Dimension	0 to 100	100 to 200	Dimension over 200
Tolerance	± 0.5	± 0.7	JS16 in accordance with norm NF EN ISO286

NF EN ISO286 (<http://www.boutique.afnor.org>)

Machining – Drilling – Recess Machining

Dimensions and tolerances in mm				
Dimension	0 to 100	100 to 200	200 to 400	> 400
Tolerance	± 0.2	± 0.3	± 0.4	NFEN 22768

For dimensions over 400, tolerances are in accordance with classification “C” of norm NF EN 22768 (<http://www.boutique.afnor.org>)

b) Adaptation of the production measurements to the processes

In order to adapt these technical definitions to its processes, the LTP company applies over dimensions in its manufacturing files according to the surface treatments and CNC machining processes.

The dimensions of the functional holes can be increased by 0.2 to 0.3 mm.

c) Chamfers - Bevelled edges

Dimensions and tolerances in mm				
Dimension	0.5 to 1.5	1.5 to 3	3 to 6	Over 6
Tolerance	± 0.2	± 0.4	± 0.7	± 1.4

Tolerances are increased by 30% for material thicknesses over 6mm.

d) Specific customer requirements

The customer must inform LTP of any special requirements outside the limits indicated above.

e) Appearance criteria

Inspection method
Visual inspection at a distance of 60 cm under natural light

Description of acceptable defects	
Type: <ul style="list-style-type: none"> • Scratches • Particules • Spots 	Size: <ul style="list-style-type: none"> • Length ≤ 5 mm • Width ≤ 0,2 mm • Deformation (internal or external) ≤ 0,2 mm
Part : <ul style="list-style-type: none"> • Front • Sides • Bottom / Rear 	Requirement Level : <ul style="list-style-type: none"> • High • Standard

Arbitration Guide		
Product surface concerned	Front	
Requirement Level	High	Standard
Arbitration	There must be no default.	1 default accepted, if it is not on the edge of a functional part (e.g. window, marking, keyboard)
Part of product concerned	Sides	
Requirement Level	High	Standard
Arbitration	1 default accepted	2 defaults accepted, if they are distanced of more than half the total width of the surface.
Part of product concerned	Bottom / Rear	
Requirement Level	High	Standard
Arbitration	3 defaults accepted	5 defaults accepted

Remarks

If not specified, LTP applies the standard level of requirements.

The materials are not subject to any particular surface treatment and may show breaks in gloss, slight scratches, or other imperfections.

f) Quantitative tolerance

LTP strives to respect the quantities ordered, but given the specificity of its process, a tolerance of plus or minus 5% is allowed by the Client.

Example: for a quantity of 100 pieces ordered, the Client agrees to be delivered between 95 and 105 pieces.

2.2 Assemblies

Assemblies by gluing may not refer to any criteria other than reasonable resistance to the conditions of use.

2.3 Painting

The colours are only reproducible by visual assessment, which implies that the customer accepts reasonable differences under identical conditions of support and light.

The durability test is carried out using a paint test grid (DIN EN ISO 2409-2) and a 3M853 adhesive (DIN EN ISO 4624).

2.4 Screen Print / Digital Print

Screen printing can only be judged to be clear and legible at 60 cm, with normal or corrected vision.

The strength of the adherence is measured using a 3M 853 adhesive (DIN EN ISO 4624).

Article 3 – Purchase Orders

The contract is concluded as soon as the company LTP sends the acknowledgement of receipt of the order.

As orders are final and irrevocable, any request for modification made by the Customer must be submitted to the acceptance of LTP.

Article 4 – Price & Payment

The prices of the Contractual Products that appear in the quote are firm and applicable to orders issued by the Customer during an initial period of 30 days from the validation of the quote.

LTP reserves the right to refuse any order below 250€ excluding VAT, excluding transport costs.

All orders will be subject to a request for approval from LTP's credit insurer; in case of refusal, a deposit of 100% will be required at the time of order.

For all first orders, a 50% deposit must be paid, and the balance of the price must be paid upon receipt of the invoice.

Design and production operations will only be initiated after receipt of the required deposits.

The deposit paid is automatically acquired and cannot be refunded.

Any sum not paid on the due date shall be liable, without prior notice of default, to interest at a rate equal to three times the rate of interest.

Late payment penalties are payable without the need for a reminder. A fixed indemnity of 40€ is also due for collection costs.

It is reminded that, in accordance with the provisions of articles L441-9 and L441-10 of the French Commercial Code, the payment period runs from the date of issue of the invoice.

From a tax point of view, these late payment penalties are respectively attached, for the determination of the taxable income for income tax or for corporation tax, to the financial year in which they were collected and paid (Article 237 sexies of the French General Tax Code).

Article 5 – Liability

The responsibility of the company LTP is possibly engaged in case of material damage caused to the Client due to errors attributable to him in the execution of his service.

Under no circumstances can LTP be held liable for damage caused to the beneficiary of the Products as a result of use that does not comply with the prescriptions of LTP and the rules of the trade.

The parties acknowledge that the prices agreed in the Contract reflect the distribution of risk between the parties and the resulting limitation of liability.

Each of the parties may be held liable in the event of damage suffered by the other party, provided that the latter proves that the non-performance by the other party of its contractual obligations is the direct cause of its damage.

The liability of LTP is limited to the replacement of the defective Product.

Neither party is responsible for consequential damages suffered by the other party within the meaning of Articles 1231-4 and following of the Civil Code.

This clause will survive the termination of this Contract, whatever the cause.

Article 6 – Deliveries – Delays in Deliveries

6.1. Delivery

The contractual delivery dates are those that appear in the order confirmations issued by LTP.

When the buyer is located abroad, deliveries are made according to the Incoterm 2010 mentioned in the order confirmation.

The transport costs are specified in the quote and in the order confirmation.

No insurance exceeding those normally taken out by its carriers will be taken out by LTP without the formal order of the Client: in this case, it will be taken out according to the elements transmitted by the Client and at its expense.

In all cases, it is the Client's responsibility in case of damage, short shipment or delays in delivery, to make clear and precise claim on the carrier's reception document, and to notify the carrier by registered letter with acknowledgement of receipt, with a copy to LTP, of his justified protest within three days, not including public holidays, following receipt of the goods. In this context, the number and condition of the goods will be checked by the Customer or his representative. The Customer shall recognise as accurate the quantities delivered if they correspond to the quantities ordered with a tolerance of plus or minus 5%.

Any claim or dispute relating to the conformity of the goods shall be made in writing by the Client within a maximum period of FIFTEEN days from receipt of the goods. Any storage on a building site or at the place of sale is at the Customer's risk. It is up to the Customer to provide any justification as to the reality of the defects or anomalies observed. The Customer must allow the LTP company any possibility to proceed with the inspection of these defects or anomalies.

6.2 Delays in delivery

If LTP does not deliver one or more copies of the Contractual Products in accordance with the agreed schedule, it will pay the Client damages per month of delay equivalent to 1% of the applicable price of the delayed copies, without this delay penalty exceeding 10% of said price.

Article 7 - LTP's contractual guarantee in case of defective contractual products

7.1 LTP guarantees the buyer the conformity of the Product to the accepted prototype or the latest version of the Product accepted by the Customer.

LTP does not guarantee the conformity of the Product to standards to which the Customer is subject, unless this is expressly provided for in the order confirmation.

7.2 Under the conditions of this article, LTP's warranty is limited to the repair or replacement of Contractual Products revealing defects.

7.3 The manufacturer's warranty is for 12 months from the time the Contract Products are commissioned in equipment or systems used by the Client or its subcontractors.

However, this warranty shall not extend beyond the 24 months following delivery to the purchaser within the meaning of Article 6 above.

7.4 This warranty covers defects resulting from poor quality of raw materials, poor workmanship or faulty design, other than that imposed by the Buyer. This warranty does not cover normal wear and tear and defects resulting from assembly and/or use not in accordance with the manufacturer's instructions, or from a modification of the products carried out without the consent of LTP.

Article 8 - Intellectual property guarantee

8.1 LTP guarantees the Client that, to its knowledge, the Contractual Products delivered under this contract do not infringe any intellectual property rights held by a third party.

8.2 In the event of a claim by a third party based on an alleged infringement of its rights by the Contractual Products, the parties undertake to inform each other as soon as possible. They will consult each other on the best way to defend their rights, it being understood that the Client will compensate LTP for any costs incurred.

Article 9 - Reselling rights on the contractual products

LTP will exclusively deliver the Contractual Products to the Client, who will resell them under its own brand name, integrated into the equipment and systems that it markets; it may also resell them as spare parts for said equipment or systems.

Article 10 – Entirety, completeness of the parties’ agreement

The present conditions constitute the full and complete agreement of the parties. Its provisions cancel and replace any provision contained in a document relating to the subject matter of the contract which may have been drawn up prior to the entry into force of these conditions.

Article 11 – Repression of illegal work

The LTP company declares on its honour that it has met the legal obligations concerning the reinforcement of the fight against undeclared work.

In this respect, it undertakes to only have the services covered by the Contract carried out by persons who are regularly employed, particularly with regard to articles L. 3243-1 et seq. and L. 1221-15 of the French Labour Code.

The Client expressly refrains from soliciting for employment, directly or indirectly employing any member of LTP's staff for the entire duration of the performance of the Services and for an additional period of twelve months. The Client is responsible for the application of this prohibition to the other companies of the Group to which it belongs.

Any violation of this non-repatriation clause will result in the Client being obliged to pay LTP compensation equal to twelve months' gross salary of the employee who was dismissed.

Article 12 – Retention of title

The Contractual Products remain the property of LTP until full payment of the price in principal, costs, interest and accessories by the client.

In any case, the goods in stock at the Customer will be presumed to be those unpaid.

In case of resale of the goods by the Customer, either as is or after transformation, the Customer undertakes to transfer to LTP the price paid by the sub-purchasers up to the price of the goods still to be paid. In case of non-payment, LTP, without losing any other rights, may demand by registered letter with acknowledgement of receipt the return of the goods at the expense and risk of the customer. The Client will also bear any legal and judicial costs.

The Customer must oppose by all legal means the claims that third parties may have on the goods sold, by way of seizure in particular, and immediately notify the company LTP by any means to enable it to safeguard its interests.

The stipulations of this clause do not prevent the transfer to the Client of the risks for damage caused or suffered by the goods as soon as they are physically handed over.

The Client must insure against these risks.

Article 13 - Early termination and corresponding terminal provisions

This article shall apply to early termination requested by one party - hereinafter the terminating party - on the grounds that the other party has failed to fulfil any of its obligations under this contract.

This article is without prejudice to the legal rights of either party.

This Agreement may be terminated by the terminating party after 30 days' notice of default specifying the alleged breach and the intention to terminate under this Article 12.

If the terminating party is the Client, LTP will return to it all technical documents relating to the Contractual Products and belonging to the Client which it has at the date of termination.

LTP also undertakes not to make any further use of the Client's trademarks after the termination date.

Article 14 - Confidentiality

Each party undertakes to take the necessary measures, particularly with regard to its staff, to ensure that information of any kind communicated to it by the other party during the performance of this contract is kept confidential.

These obligations shall not apply to information which is or will be in the public domain or which, at the date of its communication, is in the lawful possession of the party receiving it, provided that the party alleging this stipulation is able to furnish the relevant evidence.

These obligations shall last for five years after the expiry of the contract for any reason whatsoever.

Article 15 – Subcontracting

The LTP company may entrust a third party with the execution of all or part of the services entrusted to it.

Article 16 – Processing of personal data

This clause establishes the framework and the collection for the use of personal data between the parties in their respective capacity as data controller. The parties acknowledge that they have read and accepted the following provisions.

16.1 Collection of personal data

In accordance with the legislation and regulations in force relating to the protection of personal data, the following data concerning each of the parties may be compulsorily collected by the other party: surname, first name, company name, address, accounting identification code, telephone, fax, e-mail address, Chamber of commerce registration number, activity, elements necessary for invoicing and payment.

They are kept for the duration of the contract, then archived for legal proof purposes (up to ten years for accounting documents and, where applicable, for the entire duration of any disputes and until all avenues of appeal have been exhausted).

16.2 Use of personal data

The company LTP is required to collect from the Customer the information and personal data necessary to enable it to process the order and establish its invoice.

16.3 Transmission of personal data

The personal data collected from the Customer may be communicated within the limits of their attributions to the internal services of the company LTP and its subcontractors.

These data will be the subject of any external communications other than those provided above to meet legal and regulatory obligations or at the request of an administration or judicial authority.

16.4 Right of access and rectification

The Customer has at any time rights (of access, rectification, deletion, opposition) on the personal data that concern him/her to the company LTP, whose contact details are mentioned in the descriptive quote.

Each party has the right to lodge a complaint with the Commission Nationale Informatique et Libertés (CNIL).

16.5 Security of personal data

Each party shall ensure optimal security measures against the loss, misuse and alteration of information entrusted to it or collected from the other party.

Article 17 - Attribution of jurisdiction - Settlement of disputes

This contract is subject to French law.

The Vienna Convention of 11 April 1980 on the international sale of goods is not applicable.

In the event of disputes arising concerning the validity, interpretation, performance or non-performance, interruption or termination of this contract, even in the event of an action in warranty or multiple defendants, the parties shall endeavour to resolve their dispute amicably with the possible assistance of their respective advisers.

If they fail to do so, any dispute arising from the execution, interpretation or termination of orders placed in application of these general terms and conditions of sale shall be within the jurisdiction of the Commercial Court of Le Havre, regardless of the specific conditions and terms of payment accepted, even in the event of multiple defendants, incidental claims or warranty claims.

Article 18 - Notifications and election of domicile

Any notification made under this contract shall be considered valid if it is made in writing to the company's legal representative and if it mentions the reference of the quotation.