

1 – GENERAL: Sales are subject to these T&C, which prevail over any conditions of purchase, unless PLASTIMO GROUP has previously waived them in writing. They may not be suspended or modified unilaterally by the purchaser, even if they contradict the purchaser's commercial or other documents. All orders imply full and unreserved acceptance of the T&Cs below, and of the provisions of the PLASTIMO GROUP price list. These general conditions of sale are subject to change at any time without prior notice. The applicable general conditions of sale are those in force at the time when the order is placed by the buyer. If any of these conditions shall be held unenforceable, the remaining conditions shall not be prejudiced thereby and shall continue in full force and effect.

2 – OPENING OF AN ACCOUNT: PLASTIMO GROUP sells exclusively to professional retailers-wholesalers. The opening of an account is only effective once the registration documents have been approved.

3 – ORDERS: Orders can only be placed once the account has been opened. However, exceptions are possible, particularly in the case of urgent requests, with the express agreement of PLASTIMO GROUP. Orders processed by our agents, sales representatives or intermediaries only become definitive after express written acceptance of the order by PLASTIMO GROUP headquarters.

Any modifications requested by the purchaser can only be taken into account by PLASTIMO GROUP, if they are notified in writing. In any event, modifications can only be accepted if they are notified at least 5 days before the planned delivery date, and after the purchaser has signed a new specific order form and possibly adjusted the price. If the change is not formally accepted in writing, the advance payments made will not be returned.

4 – CATALOGUE ITEMS / NON-CATALOGUE ITEMS

4.1/ Catalogue Items :

Specifications in our catalogue are subject to change without notice.

4.2/ Non-Catalogue Items and custom-made items: These special orders will only be taken into account upon written request. The quotation sent to the purchaser is only valid for a limited period (refer to the said quotation). Validated orders are considered firm and cannot be cancelled under any circumstances. The articles concerned will not be returned or exchanged. A deposit representing at least 30% of the value of the order is required at the time of ordering. The balance is payable on delivery, unless clearly stipulated in a quotation. For special productions, the quantity delivered may vary by 10% more or less than the quantity planned. The tools to which the purchasers have contributed remain the property of PLASTIMO GROUP and may not leave the workshops. PLASTIMO GROUP shall ensure their routine maintenance.

Tools that have not been used for more than 2 years will be destroyed one month after notification to the purchaser by registered letter.

5 – TARIFFS: All prices are recommended prices, stated Ex-Works Lorient (EXW – Incoterm 2020) excluding taxes, duties and special packing, subject to additional handling fees, and are given as an indication; PLASTIMO GROUP reserves the right to modify them at any time and without notice. Any price change will automatically apply on the date indicated on the new prices.

6 – DATE OF DELIVERY: All delivery dates provided by PLASTIMO GROUP are purely indicative. PLASTIMO GROUP cannot be held liable in the event of delay or suspension of delivery for any reason whatsoever, including in particular the occurrence of events falling under force majeure. The following are expressly considered as such: strikes, disasters (frost, fire, storms, floods, etc.), cessation of manufacture of certain models, supply difficulties, and any event beyond the control of PLASTIMO GROUP. Exceeding the delivery deadline may not give rise to damages, deductions, or cancellation of orders in progress. Deliveries are only made according to availability and in the order in which orders are received. PLASTIMO GROUP is authorised to make deliveries in whole or in part. In the event of partial delivery of the order, the undelivered balance may not delay payment of the part delivered. If the buyer, after formal notice, fails to take delivery of the goods, PLASTIMO GROUP shall be entitled without prejudice to any claim for damages to enforce the contract of sale or consider it to have been automatically terminated, with any deposit forfeited for the benefit of PLASTIMO GROUP.

7 – TRANSPORT: Transport conditions which apply are those stated in the order confirmation. If no transport conditions are specifically agreed upon placing the order, or upon opening an account, ex Works Lorient (EXW – incoterms 2020) shall apply. Each time PLASTIMO GROUP is in charge of the transport, all carriage costs shall be invoiced to the buyer unless otherwise specifically agreed.

8 – RECEIPT – CLAIM : Unless specifically agreed on the order confirmation, the products travel at the buyer's risk, and it is the buyer's responsibility, in the event of damage or shortage, to immediately make all useful observations and to exercise any claim against the carrier. The buyer is required to check the apparent condition of the products upon delivery (recognition of quantities and condition) and to provide all justifications as to the reality of the defects or shortages noted. The simple mention "subject to unpacking" is deemed to be without value.

Any product that has not been the subject to reservations by written notice within 3 days of receipt of the goods from the carrier - a copy of which will be sent simultaneously to PLASTIMO GROUP - is considered to have been accepted and to conform in quality and quantity to the order. When, after inspection, an apparent defect or shortage is actually found by PLASTIMO GROUP, the buyer may ask PLASTIMO GROUP to replace the non-conforming items and/or to make up for the shortages, without claiming any compensation, price reduction or cancellation of the order. Claims do not discharge the buyer from his obligation to pay the price according to the terms of the contract of sale irrespective of whether the claim is justified.

PLASTIMO GROUP takes the utmost care in the production and packaging of the products. However, in the event of a defect recognised by PLASTIMO GROUP, its obligation is limited to replacing the defective quantities. No compensation shall be paid for this for any reason or prejudice whatsoever.

9 – RETURN OF GOODS: No goods shall be returned by the buyer without the prior written agreement of PLASTIMO GROUP. Any product returned without this agreement will be held at the disposal of the buyer and will not give rise to the establishment of a credit note. The costs and risks of returning the goods shall be borne by the buyer. In the event of acceptance, the returned goods must correspond to the agreement form issued by the Sales Department. This agreement form and the purchase invoice will be included in an envelope attached to the package. In the event of acceptance of the return of goods, the amount of the credit note will automatically be reduced by 15% to compensate for the cost of the return. In case of approval, credit for return and its amount if any are at the sole discretion of Plastimo Distribution and shall be issued only after inspection of the returned goods on conditions that they are properly returned in their original packaging without any tags and other alterations. Credit notes are non-refundable.

10 – SELLING PRICES: The prices of the goods are established and invoiced in euros. No deduction from the amount of the invoices is accepted for any reason whatsoever. Once accepted, the prices are firm and non-revisable. Prices are net and exclusive of tax, ex works (incoterm 2020) and packaging not included. They do not include transport or any customs duties and insurance, which are to be paid by the buyer. Any tax, duties, or other services are to be paid by the buyer in application of the regulations of an importing country or of a country of transit.

11 – INVOICING - PAYMENT TERMS

11.1/ Invoicing is carried out when the goods leave our warehouses.

All invoices are payable to the PLASTIMO GROUP headquarters.

11.2/ All first orders are payable in advance.

11.3/ For sales in mainland France and Corsica of items in the catalogue, payment is made in cash, in full, on the day of delivery of the products, except under special conditions expressly agreed by the Financial Department. Any derogation must be the subject of a prior written agreement, accepted by PLASTIMO GROUP.

11.4/ For sales of non-catalogue items and special productions, a minimum deposit of 30% of the total purchase price of the products shall be required when the order is placed. The balance of the price shall be paid in cash on the day of delivery, unless otherwise clearly stipulated in a quotation.

11.5/ No discount will be granted for early payment, unless specifically agreed in writing in advance.

11.6/ In the event of a disagreement over the invoice, the buyer undertakes to pay the undisputed part without delay. It is therefore understood that no delay in payment can be attributed to any dispute concerning an order after the 3-day complaint period.

11.7/ PLASTIMO GROUP will not deliver the products ordered by the buyer if the buyer does not pay the price under the conditions and according to the procedures indicated above.

12 – DEFAULT OF PAYMENT

12.1/ Any delay in the payment of an invoice, any return of an unpaid draft, shall render all sums due by the purchaser immediately payable, even if not yet due, 48 hours after receipt of a formal notice by registered letter, without prejudice to any other course of action. Any delay shall result in the suspension of all current and/or future deliveries. These suspensions of deliveries may not under any circumstances be the subject of a claim for damages.

12.2/ Failure to pay shall be subject to late payment penalties equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 points. The penalties are calculated on the amount of the invoice including VAT. They are payable automatically and by right the day after the due date indicated on the invoice, without any formality or prior notice, and without prejudice to any other action that PLASTIMO GROUP may take.

12.3/ If the buyer has failed to fulfil any of his obligations in a previous order, he may be refused the sale unless he provides satisfactory guarantees or payment on the order. No discount for cash or advance payment shall be granted.

13 – LEGAL COMPENSATION: In the event of a dispute and in accordance with the legal provisions, the buyer may only be compensated after sending a regularisation agreement.

14 – RETENTION OF TITLE CLAUSE: Notwithstanding delivery and passing of the risk, property in and title to the goods delivered to the buyer shall remain with PLASTIMO GROUP and shall not pass to the buyer until PLASTIMO GROUP has received payment of their full price. The Payment of the full price of the delivered goods shall include, without limitation, the amount of any interest or other sum payable under the terms of the contract of sale. During such time as the property in the goods remains in PLASTIMO GROUP, the buyer shall store the goods delivered by PLASTIMO GROUP separately from all other goods and in such a way as clearly to indicate at all times that the said property remains in PLASTIMO GROUP. Without prejudice to the provisions of article 12 above, where payment is not made on the due date, or remains unpaid in whole or in part, PLASTIMO GROUP reserves the right on demand to require the delivered goods to be returned, wherever they are located. All costs of returning the goods to PLASTIMO GROUP shall be borne by the buyer.

15 – TRANSFER OF RISK The transfer of the risks of loss, theft, destruction, and deterioration of PLASTIMO GROUP's products will take place as soon as the said products are made available (leaving the factory or warehouse).

The buyer undertakes to subscribe to an insurance policy in favour of PLASTIMO GROUP to cover loss, theft, fire and destruction of the goods delivered, from the time they are made available until ownership is transferred and undertakes to provide proof of this on any request from PLASTIMO GROUP. Failing this, PLASTIMO GROUP will be entitled to delay delivery until such proof is presented.

16 – GUARANTEE AND AFTER SALES

16.1/ Conditions: the conditions and periods of guarantee are specified on the guarantee certificates accompanying the products. The warranty certificate, or proof of purchase (invoice), must be presented to activate the warranty. The warranty covers manufacturing and material defects and is in addition to the legal warranty for hidden defects and faults. Under this guarantee, the replacement of defective parts and repairs are carried out free of charge in our workshops, service stations or distributors (outside of France). If the equipment sent for repair is in perfect working order, it will be sent back to the owner of the product, transport will be charged. The replaced parts benefit from the same warranty period as the original parts, the service intervention order being proof of this.

16.2/ Restrictions: The warranty does not cover:

- assembly and disassembly costs,
- damage resulting from improper use (dropping, incorrect power supply, incorrect assembly, etc.),
- lack of maintenance
- defective equipment as a result of intervention by an unauthorised person,
- transport costs,
- natural wear and tear.

Parts replaced during an out-of-warranty intervention are covered by a new warranty for the current season.

16.3/ Quotation: providing a quotation for repairs entails a complete examination of the appliance. If the quotation is refused, a fixed price for labour and transport will be charged to the purchaser.

16.4/ Liferafts must be returned in their original packing, either directly to an approved Servicing Stations or via the Pick Up Points. Each servicing is invoiced on a flat rate basis regardless of where the raft is dropped off or picked up (with the exception of PLASTIMO GROUP approved service stations). The buyer may request an estimate prior to any service or repair. For any refused estimate, a fixed price for labour and transport will be charged to the buyer.

17 – LIABILITY: PLASTIMO GROUP accepts no liability for indirect damage, whatever its origin, such as labour or travel costs, penalties, storage costs, delay or failure to carry out work. PLASTIMO GROUP also declines all responsibility for any incident or damage caused by the products it markets after modification or manipulation by third parties.

18 – INTELLECTUAL PROPERTY: PLASTIMO GROUP is the owner of a range of brands and photos that illustrate its various promotional media and communication tools: paper catalogue, online catalogue, website, media advertising, etc. As such, the buyer may not use these brands, photos and other contents without the written authorisation of PLASTIMO GROUP. The buyer shall be particularly careful to provide the PLASTIMO GROUP Communications Department with a print proof of any publication, announcement or advertisement inserting said media. The Communication Department reserves the right to make changes, to specify any copyrights and imperative signatures, or even to strictly refuse publication if the image given of PLASTIMO GROUP or of the products does not correspond to the criteria defined the said department.

19 – APPLICABLE LAW AND JURISDICTION: All disputes arising from this contract shall be subject to the exclusive jurisdiction of the Commercial Court of Lorient. This exclusive jurisdiction also applies in the case of sales abroad, in the case of a guarantee appeal or in the case of multiple defendants, and this without the jurisdiction clauses existing on the purchasers' documents being able to impede the application of this clause.

20 – APPLICABLE LAW - LANGUAGE OF THE CONTRACT: By express agreement between the parties, these T&Cs and the purchase and sale operations arising from them are governed by French law. They are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

R.C.S LORIENT 788 428 902 au capital de 928 147.70 EUR.

Subject to typographical errors – Update March 2021.

Date, stamp and signature preceded by the words "read and approved" :