	General Terms & Conditions of Sale			
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1.0 PREAMBLE

These general terms and conditions of sale ("GTS") govern the relationship between Well In Plast, meaning any French legal entity controlled directly or indirectly within the meaning of Article L. 233-3 of the French Commercial Code by WELL IN PLAST and the customer, hereinafter referred to as the "Customer".

They form the basis of Well In Plast's offer, in accordance with Article L.441-6 of the French Commercial Code. Any placing of an Order implies unreserved acceptance of these general terms and conditions, which take precedence over any general or specific documents of the Customer which have not been expressly accepted by Well In Plast.

Any provisions in the general terms and conditions of Well In Plast's customers that differ from or contradict these GTS shall only apply if they have been expressly notified in writing and expressly accepted by Well In Plast.

It is understood that these GTS in French are the only enforceable terms in the event of a dispute: this version takes precedence over any subsequent translation.

Within the meaning of the GTS :

Well In Plast and the Customer are together referred to as the "**Parties**".

"**Parts**" means all plastic appearance parts and technical parts produced by plastic injection moulding and bi-injection moulding, as well as any assembly of parts designed, produced and marketed by Well In Plast.

"**Tooling**" refers to specific tools, moulds and equipment. Tooling and Parts are together referred to as the "**Products**".

"**Components**" means all parts and/or consumables not produced by Well In Plast and necessary for the manufacture and/or production of the Parts, marketed by Well In Plast. For the purposes of the GTS, "**writing**" means any document drawn up on paper, electronically or by fax.

2.0 APPLICATION OF THE GENERAL CONDITIONS OF SALE - GENERAL PROVISIONS

2.1 Interpretation and partial invalidity.

If any provision of these GTS is invalid under mandatory legal rules, or declared as such by the final decision of a competent court, the other provisions shall nevertheless retain their full force and scope.

2.2 Copies.

All Contract Documents issued hereunder may be executed in any number of counterparts by the Parties and delivered in person or by facsimile or email; each such counterpart, when executed and delivered, shall be deemed an original. Faxes and scanned images of original signatures shall be deemed to be valid and original signatures. The Parties consider electronic copies or images reproduced from the original copy on electronic file of the Contractual Documents to be as valid as the originals.

3.0 CONTRACTUAL DOCUMENTS

These GCS, which have been sent to the Customer in advance by Well In Plast and accepted by the latter in accordance with the provisions of article 1119 of the French Civil Code, define the legal, financial, commercial and technical terms and conditions applicable to the supply of Products.

The relationship between the Parties is governed by the contractual documents below, in descending order of priority: (i) the Technical and Financial Proposal and its associated appendices; (ii) these GCS.

4.0 CONDITIONS OF PERFORMANCE

4.1 Order form

"Order" means :

- in the case of a quotation or preliminary offer from Well In Plast for a single operation, acceptance by the Customer;
- in the case of an open Order with successive performance, the order form or delivery call issued by the Customer indicating the reference of the Products and their quantity.

All Orders must be sent to Well In Plast in writing. The Order expresses the Customer's irrevocable consent. The Order shall only become final once it has been accepted and confirmed in writing by Well In Plast. Acceptance of the Order may also result from dispatch of the Products. Any Order confirmed by Well In Plast shall constitute a perfect sale and shall oblige the Customer to take delivery and pay the agreed price.

Any cancellation by the Customer may therefore be subject to the prior payment of fair compensation for the loss suffered, in particular with regard to the costs incurred for specific equipment, design costs, labour costs, work in progress, stocks and supplies.

Any change to the Order requested by the Customer is subject to the express written acceptance of Well In Plast, which will take into account the consequences in terms of costs and lead times.

In the absence of a quotation, prior offer or open Order, the Sales Contract will only be formed once Well In Plast has expressly accepted the Customer's Order in writing. This acceptance shall be made by sending a written acknowledgement of receipt of the Order ("AR").

4.2 Exceptional Orders

These are Exceptional Orders:

- Orders that do not correspond to the volumes announced in the fixed forecast or sent less than 3 working days before the planned dispatch date;
- Orders that vary by more or less than 10% from the forecasts announced in the rolling forecast;
- Orders involving production outside factory opening days (weekends - public holidays) or during closure periods that are communicated in advance.

If the rolling forecasts are not provided within the required timeframe, any Order will be deemed to be an Exceptional Order and the associated costs will therefore be re-billed.

4.3 Minimum order

The minimum amount per Order is 150 euros excluding tax or the value of a logistics unit.

4.4 Information provided by the Customer

In accordance with article 1112-1 of the French Civil Code, the Customer undertakes to provide Well In Plast with all the information required to process the Order.

5.0 DESIGN, DEFINITION AND PRODUCTION OF PARTS

5.1 Part design

Well In Plast is not the designer of the Parts it produces on behalf of the Customer. When Well In Plast carries out feasibility studies or participates in the design of the prototype, it is expressly recognised that it is acting on behalf of the Customer, who is solely responsible for the industrial result sought.

When Well In Plast carries out studies during production to improve the quality or cost price of the Parts by modifying the specifications, and after validation of the solution by the Customer, it is expressly acknowledged that it is acting on behalf of the Customer, who is solely responsible for the industrial result sought. The Customer, if it accepts them, must agree with Well In Plast the conditions of their use in the context of the Orders.

Unless otherwise contractually agreed, the sale of the Parts does not entail the transfer to the Customer of Well In Plast's property rights in its feasibility studies. The same applies to studies that Well In Plast proposes during production. The studies, projects, prototypes and documents produced by Well In Plast as part of the design or improvement of the Parts remain the property of Well In Plast. They may not be used, exploited or communicated by the Customer without the written authorisation of Well In Plast.

5.2 Definition of requirements and start of series production

The Customer's requirements are defined in the specifications and materialised in the plan which gives the digital definition of the Part ("DFN 3d") and the 2D plan including the quotations and standards.

Series production is launched once the initial sample ("IS") in series condition has been validated by the Customer in accordance with the latest DFN and 2D plan.

As of this validation, all Products put into production on this basis within the framework of the Order and with regard to the rolling and fixed forecasts will be invoiced.

6.0 TOOLS, MOULDS AND SPECIAL EQUIPMENT

Tooling, moulds and specific equipment hereinafter referred to as "Tooling" must bear distinct marks, assembly or use markings, and ownership or immobilisation plates.

When supplied by the Customer, the Tools must be delivered free of charge to the location indicated by Well In Plast.

In all cases, the Customer assumes responsibility for ensuring that the Tooling corresponds perfectly to the drawings and specifications. In accordance with article 5.2 of these General Terms and Conditions, the Parts are only put into production once the Customer has validated the specifications and the CFD and EI of the Parts. If Well In Plast deems it necessary to make modifications for the proper execution of the Parts, the costs arising therefrom shall be borne by the Customer, whose express prior agreement Well In Plast has obtained. Except with the Customer's prior written agreement, Well In Plast does not guarantee the duration of use of the Tooling. If the Tooling received by Well In Plast does not comply with the use that it was entitled to obtain, the price of the Parts initially agreed must be the subject of a request for revision on the part of Well In Plast, an agreement with the Customer having to be reached before any start of execution of the Parts.

If Well In Plast is instructed by the Customer to make the "tooling" or have it made, Well In Plast will make it or have it made. The cost of production, as well as the costs of replacement or repair after wear and tear, are paid to Well In Plast independently of the price of the parts.

The Customer has full responsibility for the Tooling it owns. The Customer delegates to Well In Plast the routine maintenance of its Tooling and Well In Plast informs the Customer of any problems relating to wear and tear or malfunctioning of the Tooling, as well as any need to replace the Tooling. If the Customer fails to replace or request maintenance of the Tooling that is found to be defective, or if the Customer fails to respond to the need for maintenance or request replacement of the Tooling, the Customer undertakes to pay Well In Plast for any damage resulting from the defect and in particular any increase in the cost price of the Parts for Well In Plast.

6.1 Custody conditions and insurance

Well In Plast undertakes at all times to refrain from using the Tooling owned by the Customer on behalf of third parties, without the Customer's prior written authorisation.

The Customer, who has full responsibility for the Tools of which he is the owner, takes out insurance at his own expense to cover any deterioration or destruction at Well In Plast, and excluding any recourse against Well In Plast.


The Tooling is returned to the Customer at the Customer's request or at Well In Plast's discretion, as is, subject to full payment and payment for the Parts manufactured. If they remain in Well In Plast's warehouse, they will be kept free of charge for a maximum period of two (2) years from the last time the Parts were manufactured. Failing this, all related costs, including but not limited to storage and insurance costs, will be billed to the Customer to the nearest euro.

After this period, if the Customer has not requested the return of the Tools or if he has not agreed with Well In Plast to an extension of the deposit, Well In Plast is entitled to proceed with their destruction, following formal notice by registered letter with acknowledgement of receipt, which has remained without effect after a period of three months.

If the Customer takes back its Tooling before a period such that the costs of design and development have not been amortised by Well In Plast, it undertakes to pay compensation fixed at 30% of the price of the Tooling. In addition, in the event of special manufacture requiring the acquisition of specific material or equipment, the Customer undertakes to take them back at their net book value.

7.0 FINANCIAL CONDITIONS, INVOICING AND TERMS OF PAYMENT

7.1 Prices and price revisions

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The prices of the Products are set out in Well In Plast's price offer.

The prices of the Parts are subject to quarterly review in accordance with the formulas attached to the price quotation, taking into account in particular variations in the price of materials, the cost of energy, wage rates and related overheads.

In view of the specific nature of the raw material and its importance in the Parts manufactured by Well In Plast, Well In Plast may, with prior information from the Customer and on an exceptional basis, be required to pass on to the price of the Parts, immediately and without waiting for the quarterly review, any change in its cost, on the basis of the PIE index, provided that the impact of this change on the production cost of the Product concerned is established, and that the absence of such a pass-on would contribute to an economic imbalance.

In the event that the purchase price of raw materials, Components and/or sub-contracting services are negotiated by the Customer, or that the supplier of raw materials, Components and/or sub-contracting services is imposed on Well In Plast by the Customer, any price increase will be immediately reflected in the price of the Products invoiced by Well In Plast.

In the absence of specific provisions, prices are "ex works" (incoterm EXW), excluding packaging and taxes.

In the case of Orders placed as part of Open Orders, where the price of the Parts includes elements such as the amortisation of the cost of transport, packaging, tests and/or revalidation, etc., the price may also be revised in the event of discrepancies between the forecast volumes and the actual volumes.

In all cases, if an event occurs beyond the control of the Parties which compromises the general structure of the Contract, the Parties must agree to negotiate an amendment restoring the original balance. If the Parties fail to agree, Well In Plast may terminate the Contract by giving 30 days' notice.

7.2 Prices for Exceptional Orders

The Customer shall bear the costs of Exceptional Orders on the basis of a rebilling to the "nearest euro" plus 10%.

In particular, if non-compliance with the announced volumes proves to be persistent, it may give rise to an update of the price of the Parts in which the cost of packaging and transport is taken into account with regard to their amortisation in view of the volumes.

7.3 Transport prices

It should be noted that the price and other conditions defined in Well In Plast's offer are based on the forecast quantities announced by the Customer.

Where transport is provided by Well In Plast as part of the Order, the price of transport may be revised upwards if the number of Parts actually ordered is less than the forecast quantities.

Similarly, any additional costs relating to exceptional or express transport at the request of the Customer or its client or carried out as part of an Exceptional Order will be invoiced to the Customer to the nearest euro.

7.4 Value Added Tax

Invoicing under suspension of French VAT (article 275 of the General Tax Code) to all Customers liable for VAT in France is only possible on the express condition that the Customer first produces a duly dated certificate of duty-free purchase. In the absence of such a certificate, French VAT will be applied.

7.5 Terms of payment and late payment

Invoices are payable in euros by bank transfer, unless otherwise stipulated, within thirty (30) days of the invoice date.

In the case of Tools, payment is made according to the following schedule:

- 50% cash on order;
- 20% cash on production of the first part by the toolmaker;
- 20% in cash on validation of ARS
- 10% to be counted when the quality file is validated.

As a matter of principle, no discount is allowed.

Payments may not be delayed for any reason whatsoever, including in the event of a dispute or disagreement.

In accordance with article L.441-6 of the French Commercial Code, any delay will give rise to the application, to the benefit of Well In Plast, of late payment interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, as well as a fixed indemnity for collection costs of forty (40) euros (amount set by decree no. 2012- 1115 of 2 October 2012).

Late payment penalties are payable without the need for a reminder. Any partial payment will be deducted first from the late payment penalties and indemnities, and then from the sums that fell due the earliest.

Only the actual receipt of payment into Well In Plast's bank account is considered to be payment. Under no circumstances may a deposit, even in the event of a dispute, be treated as a payment in full discharge of obligations.

Failure to pay the price on the due date :

- Well In Plast may require cash payment for the Products when the Order is placed;
- Well In Plast may automatically terminate the sale one (1) month after a formal notice has remained without effect, without prejudice to any damages that may be claimed by Well In Plast.

8.0 DELIVERY

8.1 Terms of delivery

Unless a specific stipulation is expressly notified to or accepted by Well In Plast, delivery shall be deemed to have taken place at Well In Plast's factory (EXW), either by direct handover to the Customer, or by simple notice of availability, or by delivery at Well In Plast's factory to a shipper, carrier or conveyor designated by the Customer or, in the absence of such designation, chosen by Well In Plast.

Unless a specific stipulation is expressly notified to or accepted by Well In Plast, as a result of the principle of delivery to Well In Plast's factory, all transport, insurance, customs, handling and delivery operations are at the Customer's expense, risk and peril.

Unless a specific stipulation is expressly notified to or accepted by Well In Plast :

- when delivery within the European Union is managed by the Customer, the latter must provide Well In Plast with (i) either the transport document

notifying delivery to a country outside France, or (ii) the Well In Plast delivery certificate requested, within one (1) month of receipt,

- when delivery outside the European Union is handled by the customer, the latter must provide Well In Plast with the customs clearance form within forty-eight (48) hours of receipt.

- All returnable packaging must comply with WELL IN PLAST standards

Any failure to comply with the above obligations will result in a surcharge of twenty (20) per cent of the amount delivered and accepted by the Customer, without prejudice to Well In Plast's right to claim damages.

8.2 Delivery times

Delivery times are understood to be from the date of leaving the factory. These deadlines can only be met if the Customer has communicated and complied with the order forecasts.

Well In Plast endeavours to meet the delivery times indicated. These times cannot be guaranteed given the nature of its activities and the logistical hazards associated with third parties, in particular difficulties or delays associated with raw materials. In such a case, Well In Plast will inform the Customer within a reasonable period of time of the occurrence of hazards and/or difficulties likely to cause a delay.

Well In Plast shall not be liable for any delay caused by a failure by the Customer to ensure the supply of raw materials to Well In Plast and which would result in an interruption in Well In Plast's production or by a difference in volume between the Order and the sliding or fixed forecasts.

8.3 Transfer of risk

The transfer of the risks of loss and deterioration of the Customer's Products will take place upon delivery, either to the Customer or to the carrier designated by the Customer or, failing that, by Well In Plast.

9.0 ACCEPTANCE AND COMPLIANCE

9.1 Reception

Receipt of the Products will take place on the same day that the Products arrive at their destination. Upon receipt of the Products, the Customer must check the Products delivered.

Any complaint concerning an incomplete delivery and/or any apparent defect and/or non-conformity of the Products delivered must be made in writing within a maximum of three (3) working days after receipt of the Products. The Customer must provide full justification as to the reality of any defect or fault and allow Well In Plast every opportunity to ascertain the defect or fault and remedy it.

Under no circumstances is the Customer authorised to sort the Products himself or to automatically deduct the price of the Products as a penalty, without Well In Plast having been able to ascertain any defects or faults and remedy them.

Therefore, in the event of detection of an incomplete delivery and/or any apparent defect and/or non-conformity, the Customer must, in accordance with the problem-solving procedure, address his request to Well In Plast's quality department, providing information relating to the number of Products concerned, their traceability and sending any document enabling the non-conformity to be certified,

If the Customer fails to notify Well In Plast of any apparent defect and/or non-conformity within the allotted time, the Customer shall be deemed to have accepted the Products without reservation. Consequently, the Customer may not subsequently claim reimbursement or replacement of the Products, or hold Well In Plast liable on the grounds of failure to deliver in conformity.

If Well In Plast recognises the reality of the defect or fault reported, it will either replace the Products concerned free of charge or reimburse them, to the exclusion of any other compensation. Defective or faulty Products must be returned by the Customer at Well In Plast's expense.

The Customer will allow Well In Plast sufficient time to rectify the defect in the Product or to re-deliver a replacement Product.

If the return or delivery of a replacement Product is impossible or would prove excessive, the Customer may request the termination of the Contract or a reduction in the price of the Products.

9.2 Control and compliance


When the Customer assumes full responsibility for the design of the parts in accordance with the industrial result which it is seeking and which only it knows precisely, it therefore decides on the specifications which set out all aspects of the specifications for the parts to be manufactured, as well as the nature and methods of the inspections, controls and tests required for their acceptance. Acceptance by the Customer of proposals aimed at improving the specifications or modifying the design of the parts shall not in any way result in a transfer of responsibility, in which case the design shall remain the sole responsibility of the Customer.

In all cases, even in the absence of acceptance, the nature and extent of the necessary checks and tests, the standards and tolerances of all kinds must be specified in the plans and specifications that must be attached by the Customer to its invitation to tender and confirmed in the contract agreed between Well In Plast and the Customer.

The inspections and tests required by the Customer may be carried out at the Customer's request by Well In Plast, or by a third party laboratory or organisation. This must be specified at the latest when the contract is concluded, as must the nature, extent and cost of these checks and tests.

In cases where acceptance is required, its scope and conditions are to be established at the latest when the contract is concluded. Unless otherwise agreed in the contract, acceptance shall take place at Well In Plast, at the Customer's expense, at the latest within one week following the notice of availability for acceptance sent by Well In Plast to the Customer or to the organisation responsible for this acceptance. If the Customer or the inspection body fails to do so, the parts will be stored by Well In Plast at the Customer's expense and risk. After a second notification from Well In Plast has remained without effect for fifteen days following its dispatch, the equipment is deemed to have been accepted and Well In Plast is entitled to invoice it.

As the principle and methods of non-destructive testing can only be defined on the basis of the design of the parts, the Customer must always specify in his invitation to tender and his order the tests he has decided on and the parts of the parts where they are to be carried out, in order to determine in particular the conditions for exercising the warranty defined in article 12.

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In all cases, these inspections and acceptances are carried out within the framework of reference standards, in accordance with the conditions defined by the documents and specifications, as decided by the Customer and accepted by Well In Plast.

In the absence of specifications concerning the checks and tests to be carried out on the parts, Well In Plast only performs a simple visual inspection.

The price of inspections and tests is separate from the price of parts. It may only be incorporated into the price of parts after agreement between Well In Plast and the Customer. This price takes into account the cost of the special work required to obtain the conditions essential for the proper performance of these inspections, particularly in the case of non-destructive inspections.

In the case of products manufactured under a Quality Assurance system, this condition must be specified by the Customer in its invitation to tender and in its order, and confirmed by Well In Plast in its offer and in its acceptance of the order, without prejudice to the provisions of the preceding articles.

10.0 END OF PROJECTS

The end of Projects means the date on which series production of a Part by Well In Plast is completed.

At least 6 months before this date, the Parties will meet in order to establish the definitive end of each Project and to agree the conditions of manufacture and delivery of the spare parts. The Customer must provide the "remainder to be produced" as soon as possible.

The Customer undertakes in advance to purchase and pay for the return of the Tooling, any Parts and stock of Parts produced and available per Project, at the price agreed on the date of their Order or, failing that, of the firm forecast, so that Well In Plast is not obliged to keep obsolete Parts or stocks of Parts after the end of the Projects, unless the Parties agree otherwise.

The Customer also undertakes to buy back from Well In Plast all unused raw materials at their purchase price by Well In Plast.

To this end, Well In Plast will issue an invoice at the end of the Project including all obsolete Parts and stocks of Parts per Project.

11.0 TERMINATION

In the event that the Customer fails to perform or improperly performs any of its obligations under the Contract, the Contract may be terminated by Well In Plast after sending a registered letter of formal notice that has remained unsuccessful, without any other formality being required and without prejudice to any damages and interest. This will be the case, in particular, if the Customer does not send Well In Plast the information required to perform the Contract in good time or does not comply with the terms and deadlines for payment of the price of the Products.

12.0 GUARANTEES

Well In Plast is obliged to supply Parts in accordance with the EI validated by the parties. In the event of a complaint by the Customer about the parts delivered, Well In Plast reserves the right to examine them on site.

For series orders, the Customer must request, at its own expense, the manufacture of standard parts which are submitted to it by Well In Plast for its acceptance after any checks and tests that it deems necessary. This acceptance must be sent by the Customer to Well In Plast, by letter or any other means of communication generating a document. This acceptance is the starting point for any new deadline for new supplies. Well In Plast's guarantee consists, after agreement with the Customer :

- To credit the Customer for the value of any parts found not to comply with the drawings and specifications in the contractual specifications or with the standard parts accepted by the Customer,
- Or replace them free of charge,
- Or to bring them into compliance or have them brought into compliance,

Parts replaced by Well In Plast will be subject to a credit note, with replacement parts being invoiced at the same price as the replaced parts.

In the event of compliance, this is carried out in accordance with the procedures decided and/or approved by the Customer. Well In Plast shall bear the cost if it undertakes to carry it out or shall give its prior agreement if the Customer decides to carry it out for a price that it will have made known to it. The replacement or upgrading of parts, carried out by agreement between Well In Plast and the Customer, may not have the effect of modifying the warranty.

Parts for which the Customer has obtained a credit note, replacement or compliance from Well In Plast, unless otherwise agreed, shall be returned to the Customer carriage forward, Well In Plast reserving its choice of carrier.

On pain of forfeiture of the above-mentioned guarantee, the customer must report any non-conformities as soon as they are discovered and explicitly request the replacement or rectification of the parts in question within a maximum period of time, starting from the delivery:

- 10 days for apparent non-conformities,
- 6 months for other non-conformities, this period being reduced to 1 month for series production. Once these time limits have expired, no complaint will be accepted.

Any upgrading of parts carried out by the Customer without the agreement of Well In Plast on the principle and the cost, will result in the loss of the right to the guarantee.

Under no circumstances does the guarantee extend to:

- damage caused by a defective Part, during its use, if the Customer who designed it was at fault in putting it into service without having carried out or had carried out all the checks and tests required by its design, its use and the industrial result sought.
- the cost of any operations carried out on the Parts before they are put into service.
- misuse by the Customer or its client.
- the costs of assembly, disassembly and removal from circulation of these Parts by the Customer.
- and in general for any other damage, except in the case of proven serious professional misconduct on the part of Well In Plast.

In all cases, the Parties will agree on an amount of insurance above which the Customer and its insurer will waive any recourse against Well In Plast.

13.0 RETENTION OF TITLE

Transfer of ownership of the equipment is subject to validation of the invoice by the Customer. Until this transfer, Well In Plast may, unilaterally and at any time, draw up an inventory of the equipment held by the Customer.

As long as ownership of the equipment has not been transferred to the Customer, the Customer undertakes not to incorporate or consume the equipment, or to grant a third party any security interest whatsoever in the equipment. For the purposes of this article, the Customer undertakes to ensure that it is always possible to identify the equipment until the price has been paid in full (for example by means of a traceability database, etc.).

In the event of non-payment on the due date, Well In Plast, without losing any of its other rights, may demand, by registered letter with acknowledgement of receipt, the return of the equipment within forty-eight (48) hours at the Client's expense and risk, without prejudice to any other damages, the deposit being definitively acquired by Well In Plast.

In the event of resale of the equipment, Well In Plast may be informed of the net price of the sale to a sub-purchaser and collect the price owed by the sub-purchaser up to the amount of its claim against the Customer. The Customer undertakes to inform Well In Plast without delay of the exact and complete identity of the sub-purchaser, to whom it will make Well In Plast's retention of title known at the latest at the time of conclusion of the contract.

The Customer undertakes not to create any security interest over the delivered and unpaid equipment, and in general not to carry out any operation likely to prejudice Well In Plast's right of ownership. Well In Plast may make a claim in the event that the Customer does not comply with any of its obligations, or if Well In Plast has legitimate reasons to believe that the Customer will not be able to meet the agreed deadlines. All costs incurred in reclaiming the equipment or its price shall be borne exclusively by the Customer, without prejudice to any other damages. In the event of non-payment on the due date, Well In Plast reserves the right, in addition to reclaiming the equipment, to cancel the sale, without any other formality than the formal notice required for the return of the equipment. Cancellation will apply not only to the Order in question, but also to all other orders, whether delivered or in the process of being delivered and whether or not payment is due.

In the event of termination, the Customer will be liable to pay the late payment interest specified in article 7 and a penalty of 15% of the sums due, with any advance payments made being deducted from the said penalties.

14.0 RESPONSIBILITY

Well In Plast can only be held liable for direct or indirect damage if the product is used in accordance with the pre-established specifications.

It is expressly agreed that the extent of Well In Plast's liability for direct damage in connection with the supply of the Products shall not exceed the amount of the sums paid to Well In Plast in respect of the sale of the Products.

Furthermore, Well In Plast may not be held liable for any indirect damage suffered by the Customer. By "indirect damage", the Parties agree to understand, in particular, loss of profits and turnover.

Well In Plast considers these stipulations, which allocate the risk between the Parties, to be essential, and the prices proposed and agreed reflect this allocation of risk and the resulting limitation of liability.

15.0 CONFIDENTIALITY, INTELLECTUAL AND INDUSTRIAL PROPERTY, ADVERTISING

15.1 Confidentiality

Each of the Parties shall treat as strictly confidential all documents, information and data concerning the other Party that either of the Parties has been or will be made aware of or exchanged during the negotiation and conclusion of these GCS.

Each of the Parties undertakes to respect its obligations with regard to the Confidential Information received from the other Party, in particular not to communicate or transfer, in whole or in part, any Information to third parties, (i) unless it has the prior written consent of the Party holding the Confidential Information and (ii) unless it is required to disclose such information by a court order, at the request of a governmental, administrative or social body, by law or by the applicable regulations.

This clause shall remain in force for the duration of the performance of the Services under an order and for five (5) years following its expiry for any reason whatsoever.

15.2 Intellectual and Industrial Property

Well In Plast is the owner of the Projects, studies, prototypes and documents of any kind submitted or sent to the Customer. These documents are exchanged in a strictly confidential manner and may not be communicated to third parties, nor used as a basis for the manufacture of a product or any other use without the written agreement of Well In Plast. Similarly, the configuration of the Tools is an integral part of Well In Plast's know-how, of which it is the full owner.


Well In Plast will re-invoice all work, study and Project costs and travel expenses, and will request the return of the said documents supplied in the absence of a subsequent order in respect of them, and reserves the right to do so in other cases.

15.1 Advertising

Unless prohibited in writing, the customer authorises Well In Plast to display certain parts it has made at any event such as a fair, exhibition or trade fair, and on its advertising and sales documents.

16.0 MAJOR FORCE

The Parties are automatically released from their obligations in the event of a case of force majeure, as defined in article 1218 of the French Civil Code, but not exclusively, with the exception of accidents involving Tooling for which Well In Plast had made a request for maintenance or replacement under the conditions set out in article 6 of the GTS, scrapping of important Parts during manufacture, failure or deficiency of a supplier such that it deprives Well In Plast of the possibility of executing the order,

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unavailability of raw materials or energy, interruption or delay in transport or any other cause leading to total or partial unemployment for Well In Plast, natural disasters or international trade embargo decisions.

The Party wishing to invoke force majeure must notify the other Party by registered letter with acknowledgement of receipt ("LRAR") as soon as possible and at the latest within fifteen (15) days from the date of occurrence of the case of force majeure, providing reasonable evidence as to its nature and duration. The said cases of force majeure relieve the respective Parties of their responsibility in the performance of their commitments during the period of the said case of force majeure within the limit of the effects produced by the said events.

This provision also applies if a case of force majeure occurs while the other Party is behind schedule. The Parties undertake to immediately exchange the necessary information and to adjust their respective commitments to deal with the various situations, in accordance with the practices in force in the profession.

In the event of the occurrence of a case of force majeure which maintains its effects for a period exceeding one (1) month from its occurrence, the Order shall be definitively cancelled.

17.0 COMPLIANCE AND ETHICS

The Client declares and guarantees that it is in full compliance with the laws and regulations applicable to the present contract and, in particular, those relating to fundamental human rights and freedoms, social and labour or environmental regulations, the fight against corruption, compliance with competition law and other principles of business ethics, whether these are conventional (company, branch or collective agreements), national, European or international.

The Customer undertakes to respect the principles set out in the United Nations Global Compact. In addition, the Customer undertakes not to contravene a fundamental right established by an international convention to which France has acceded or to contravene, in any way whatsoever, the applicable regulations of the countries concerned.

The Customer is required to comply scrupulously, in the context of its business relationship with Well In Plast, with the applicable anti-corruption legislation. In particular, in order to avoid any conflict of interest, Well In Plast employees are prohibited from receiving gifts, remuneration or advances from a natural or legal person with whom Well In Plast has a commercial transaction.

18.0 APPLICABLE LAW - JURISDICTION

Each Party acknowledges that the aforementioned contractual documents together constitute the entire agreement between the Parties and supersede any other prior agreement, whether express or implied, written or oral.

These GCS (including its appendices and amendments) are governed and interpreted by the provisions of French law. In the event of a dispute and in the absence of an amicable settlement within (30) calendar days of receipt of the registered letter with acknowledgement of receipt notifying the breach, the dispute will be subject to the exclusive jurisdiction of the Commercial Court of Melun, notwithstanding the place of performance of the order concerned, the domicile of the defendant or the method of payment accepted, the plurality of defendants or the introduction of third parties, even for emergency proceedings or protective proceedings, in summary proceedings or by petition.

Société		WELL IN PLAST
Nom		DELCROIX
Fonction		Directeur Commercial
Date		09/10/2024
Signature		