

# **GENERAL TERMS AND CONDITIONS OF SALE (prototyping)**

## **ARTICLE 1 – PURPOSE AND SCOPE:**

**1.1** Any order for products implies that the buyer unreservedly accepts and fully and completely adheres to these general terms and conditions of sale, which take precedence over any other document of the buyer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise in advance by our Group.

**1.2** These general terms and conditions of sale apply to any product our Group sells, unless specifically agreed otherwise in writing by the parties prior to the order.

**1.3** Any document other than these general terms and conditions of sale and, in particular, catalogues, prospectuses, advertisements and notices, are only for information purposes and are not contractually binding.

## **ARTICLE 2 – ORDER:**

**2.1 Definition:** An order shall be understood to be any order for our products featured our sales offerings, accepted by our Group and accompanied by the payment of any deposit stipulated on the order form.

**2.2 Changes:** Orders sent to our Group are irrevocable for the client, unless we give our written acceptance of any proposed change.

Any request to change the composition or volume of an order placed by a client can only be considered by our Group if the request is made in writing, including by fax or e-mail, and is received by our Group no later than **TWO (2) days** after our Group received the initial order.

In the event that the client makes a change to the order, our Group shall be released from the agreed time limits to fulfill that order.

## **ARTICLE 3- PRODUCTION:**

### **3-1 Work in progress:**

If you fail to reply to any questions from EC INTERNATIONAL GROUP about the production of your parts correctly within 2 weeks, we will immediately stop production and invoice the entire order.

### **3-2 Validation of prototypes:**

Similarly, if you fail to accept or refuse prototypes within 3 weeks of receipt, we will immediately stop production and invoice the entire order.

## **ARTICLE 4 – DELIVERY:**

### **4.1 Delivery time:**

**4.1.1** Delivery times are indicative and provided for information purposes only; they depend in particular on the availability of carriers and the order in which orders come in.

Our Group makes every effort to honor the delivery times it gives when accepting the order, in accordance with standard industry logistics timeframes, and fulfil its orders, except in the event of a force majeure event or circumstances beyond its control, including but not limited to strikes, frost, fire, storms, floods, epidemics and supply difficulties.

Delays in delivery shall not give rise to any penalty or compensation, nor shall they be grounds for cancellation of the order.

**4.1.2** Any delay in the indicative delivery times initially planned shall not justify canceling an order placed by the client and registered by our Group.

**4.2 Risks:** Unless otherwise stated in the quotation, products are Delivered Duty Paid. The transfer of risks for the products sold by our Group takes place upon delivery of those products by the carrier, as per the Incoterm Delivered Duty Paid.

**4.3 Acceptance - Compliance:** The products and packaging must be acknowledged in the presence of the delivery firm or when they are collected; no subsequent complaint or reservation not noted by the delivery firm or at the time of collection shall be considered if it has not been recorded on the delivery note or any related document. We must be notified of any non-compliance of parts no later than **ONE (1) month** following the day of receipt. If this period has expired or it is evident that the parts have been used and/or damaged, we shall refuse to make any refund, repair or replacement.

**Liability** EC INTERNATIONAL GROUP sells **Prototypes & Preseries parts** (as opposed as mass production parts) from prototyping processes, they cannot be used for other purposes. Our Group does not accept liability for parts produced by the client.

EC INTERNATIONAL GROUP accepts no liability for materials & finishes prescribed by the client or plans supplied by the client to produce the parts (3D files take precedence over 2D files in prototyping & preseries).

**Suspension of deliveries:** If an invoice that has fallen due remains entirely unpaid, after a formal notice remained unheeded for **FORTY-EIGHT (48) hours**, our Group reserves the right to suspend any current and/or future delivery.

## **ARTICLE 5 – PRICE:**

Invoices are based on the rate applicable on the day of placing the order. Prices are exclusive of VAT. Our quotations are valid for **ONE (1) month**.

## **ARTICLE 6 – PAYMENT TERMS:**

**6.1 Payment period:** The date the invoice is raised constitutes the starting point of any payment period. Invoiced products shall be paid for as follows: in cash payment on delivery, 100% of the deposit on collection or under the payment terms stated in the quotation.

**6.2 Discount on payment:** No discount shall be given for early payment.

**6.3 Means of payment:** Invoices shall be paid by any means of payment commonly accepted in commercial practice.

**6.4 Late payment or failure to pay:** Unless an extension of the due-date has been accepted, in the event of failure to pay by the date indicated on the invoice and by the end of the period noted in these general terms and conditions of sale, the buyer shall automatically be liable to pay a late payment penalty calculated at **THREE (3) times the statutory interest** rate applied to the totality of the sums remaining due by the buyer. These penalties shall continue to accrue until full payment is made. In the event of late payment, the group reserve the right to suspend the performance of its own obligations until the arrears have been paid. Any partial payment shall be allocated to the amount of the oldest due debt first. In the event of non-payment, the sale shall be terminated automatically if the Group sees fit, **EIGHT (8) days** after a formal notice by registered letter with acknowledgement of receipt has remained unheeded.

**ARTICLE 7 - TITLE RETENTION:**

EC International Group retains title to the products until full and final payment has been made. Payment means settling the price of the products, the associated sales costs and interest. In the event of non-payment, the client must return the unpaid products, at its own expense and risk, after receiving a return request by way of formal notice, sent by registered letter with acknowledgement of receipt. Any products in stock at the Client's premises are presumed to be those which are unpaid. In this case, the sale shall be automatically cancelled on the day the request to return the products is issued. **Should EC INTERNATIONAL FRANCE's repossess the products, this does not exclude it from bringing other legal proceedings.**

**ARTICLE 8– FORCE MAJEURE:**

Events beyond the control of the parties, which they could not reasonably be expected to foresee and which they could not reasonably avoid or overcome, shall be considered as force majeure or unforeseen events, insofar as their occurrence renders the performance of the obligations totally impossible. In particular, the following are considered to be force majeure or unforeseen events that relieve our Group of its obligation to deliver within the time limits initially set: strikes by all or part of our Group's personnel or its usual carriers, fire, flood, war, production stoppages due to unforeseen breakdowns, inability to be supplied with raw materials, epidemics, road signs barring heavy goods vehicles during a thaw, roadblocks, strikes or disruption of electricity supply, or disruption of supply for a reason not attributable to our Group, as well as any other causes of supply disruption attributable to our suppliers. In such circumstances, our Group shall notify the client in writing, including by fax or e-mail, within **TWENTY-FOUR (24) hours** following the date the events occurred; the agreement binding our Group and the client will then be suspended automatically without compensation, as from the date the event occurred. If the event lasts more than **THIRTY (30) days** as from its occurrence, the sales agreement concluded by our Group and its client may be terminated by the most diligent party, without either party being entitled to claim damages. This termination shall take effect on the date of first presentation of the registered letter with acknowledgement of receipt revoking such sales agreement.

**ARTICLE 9 – APPLICABLE LAW –DISPUTE SETTLEMENT:**

These general terms and conditions of sale are governed by French law. In the event of a dispute, the Courts in the jurisdiction where our Group is located shall have sole competence, event in the case of summary proceedings and notwithstanding the involvement of multiple courts or parties, or third party joinders.

**ARTICLE 10 - GENERAL TOLERANCES AND FINISHES:**

**10.1 General Tolerances**

General tolerances		
	No comments	Other specific comments*
<b>CNC Machining</b>	ISO 2768 mK	According to your PDF file
<b>Metal Pressing</b>	+/- 0.20 mm every 100 mm	According to your PDF file
<b>Vacuum Casting</b>	+/- 0.20 mm every 100 mm	According to your PDF file
<b>Injection Molding</b>	NFT 58000 – Normal Class	NFT 58000 – Reduced class
<b>Die Casting</b>	ISO 8062-3	According to your PDF file
<b>Extrusion</b>	+/- 0.20 mm every 100 mm	According to your PDF file
<b>Stereolithography</b>	+/- 0.15 mm every 100 mm	x
<b>Selective Laser Sintering</b>	+/- 0.15 mm every 100 mm	x

\*based on our production capacity

**10.2 Finishes, coatings, treatments and surface finishes:**

Finishes, coatings, treatments, and surface finishes are applied, approximating the standards requested or samples supplied.

# **GENERAL TERMS AND CONDITIONS OF SALE (low-volume production)**

## **ARTICLE 1 – PURPOSE AND SCOPE:**

**1.1** Any order for products implies that the buyer unreservedly accepts and fully and completely adheres to these general terms and conditions of sale, which take precedence over any other document of the buyer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise in advance by our Group.

**1.2** These general terms and conditions of sale apply to any product our Group\* sells, unless specifically agreed otherwise in writing by the parties prior to the order.

**1.3** Any document other than these general terms and conditions of sale and, in particular, catalogues, prospectuses, advertisements and notices, are only for information purposes and are not contractually binding.

## **ARTICLE 2 – ORDER:**

**2.1 Definition:** An order shall be understood to be any order for our products featured our sales offerings, accepted by our Group and accompanied by the payment of any deposit stipulated on the order form.

**2.2 Changes:** Orders sent to our Group are irrevocable for the client, unless we give our written acceptance of any proposed change.

Any request to change the composition or volume of an order placed by a client can only be considered by our Group if the request is made in writing, including by fax or e-mail, and is received by our Group no later than **TWO (2) days** after our Group received the initial order.

In the event that the client makes a change to the order, our Group shall be released from the agreed time limits to fulfill that order.

## **ARTICLE 3- PRODUCTION:**

### **3-1 Work in progress:**

If you fail to reply to any questions from EC INTERNATIONAL GROUP about the production of your parts correctly within 2 weeks, we will immediately stop production and invoice the entire order.

### **3-2 Validation of prototypes:**

Similarly, if you fail to accept or refuse prototypes within 3 weeks of receipt, we will immediately stop production and invoice the entire order.

## **ARTICLE 4 – DELIVERY:**

### **4.1 Delivery time:**

**4.1.1** Delivery times are indicative and provided for information purposes only; they depend in particular on the availability of carriers and the order in which orders come in.

Our Group makes every effort to honor the delivery times it gives when accepting the order, in accordance with standard industry logistics timeframes, and fulfil its orders, except in the event of a force majeure event or circumstances beyond its control, including but not limited to strikes, frost, fire, storms, floods, epidemics and supply difficulties.

Delays in delivery shall not give rise to any penalty or compensation, nor shall they be grounds for cancellation of the order.

**4.1.2** Any delay in the indicative delivery times initially planned shall not justify canceling an order placed by the client and registered by our Group.

**4.2 Risks:** Unless otherwise stated in the quotation, products are Delivered Duty Paid. The transfer of risks for the products sold by our Group takes place upon delivery of those products by the carrier, as per the Incoterm Delivered Duty Paid.

**4.3 Acceptance - Compliance:** The products and packaging must be acknowledged in the presence of the delivery firm or when they are collected; no subsequent complaint or reservation not noted by the delivery firm or at the time of collection shall be considered if it has not been recorded on the delivery note or any related document. We must be notified of any non-compliance of parts no later than **ONE (1) month** following the day of receipt. If this period has expired or it is evident that the parts have been used and/or damaged, we shall refuse to make any refund, repair or replacement.

**Liability** “EC INTERNATIONAL GROUP is specialized in manufacturing and/or marketing low volume production and prototypes for industry.

EC INTERNATIONAL GROUP produces these parts in accordance with the terms of the client's order, which must comply with the price proposed by EC INTERNATIONAL GROUP and expressly accepted by the client. Any modification to the order in relation to the proposed price will not be accepted.

The client must check that its order corresponds to the intended purpose, for which it accepts full liability.

EC INTERNATIONAL GROUP cannot accept liability for any omission or negligence by the client in specifying ordered parts, which may generate risks when using such parts.”

EC INTERNATIONAL GROUP uses the 3D and 2D files supplied by the client to produce the parts. **(NB: for low volume production, the 2D file shall take precedence over the 3D file).**

**Suspension of deliveries:** If an invoice that has fallen due remains entirely unpaid, after a formal notice remained unheeded for **FORTY-EIGHT (48) hours**, our Group reserves the right to suspend any current and/or future delivery.

## **ARTICLE 5 – PRICE:**

Invoices are based on the rate applicable on the day of placing the order. Prices are exclusive of VAT. Our quotations are valid for **ONE (1) month**.

## **ARTICLE 6 – PAYMENT TERMS:**

**6.1 Payment period:** The date the invoice is raised constitutes the starting point of any payment period. Invoiced products shall be paid for as follows: in cash payment on delivery, 100% of the deposit on collection or under the payment terms stated in the quotation.

**6.2 Discount on payment:** No discount shall be given for early payment.

**6.3 Means of payment:** Invoices shall be paid by any means of payment commonly accepted in commercial practice.

**6.4 Late payment or failure to pay:** Unless an extension of the due-date has been accepted, in the event of failure to pay by the date indicated on the invoice and by the end of the period noted in these general terms and conditions of sale, the buyer shall automatically be liable to pay a late payment penalty calculated at **THREE (3) times the statutory interest** rate applied to the totality of the sums remaining due by the buyer. These penalties shall continue to accrue until full payment is made. In the event of late payment, the group reserve the right to suspend the performance of its own obligations until the arrears have been paid. Any partial payment shall be allocated to the amount of the oldest due debt first. In the event of non-payment, the sale shall be terminated automatically if the Group sees fit, **EIGHT (8) days** after a formal notice by registered letter with acknowledgement of receipt has remained unheeded.

**ARTICLE 7 - TITLE RETENTION:**

EC International Group retains title to the products until full and final payment has been made.

Payment means settling the price of the products, the associated sales costs and interest. In the event of non-payment, the client must return the unpaid products, at its own expense and risk, after receiving a return request by way of formal notice, by registered letter with acknowledgement of receipt. Any products in stock at the Client's premises are presumed to be those which are unpaid. In this case, the sale shall be automatically cancelled on the day the request to return the products is issued. **Should EC INTERNATIONAL GROUP's repossess the products, this does not exclude it from bringing other legal proceedings.**

**ARTICLE 8- FORCE MAJEURE:**

Events beyond the control of the parties, which they could not reasonably be expected to foresee and which they could not reasonably avoid or overcome, shall be considered as force majeure or unforeseen events, insofar as their occurrence renders the performance of the obligations totally impossible.

In particular, the following are considered to be force majeure or unforeseen events that relieve our Group of its obligation to deliver within the time limits initially set: strikes by all or part of our Group's personnel or its usual carriers, fire, flood, war, production stoppages due to unforeseen breakdowns, inability to be supplied with raw materials, epidemics, road signs barring heavy goods vehicles during a thaw, roadblocks, strikes or disruption of electricity supply, or disruption of supply for a reason not attributable to our Group, as well as any other causes of supply disruption attributable to our suppliers. In such circumstances, our Group shall notify the client in writing, including by fax or e-mail, within **TWENTY-FOUR (24) hours** following the date the events occurred; the agreement binding our Group and the client will then be suspended automatically without compensation, as from the date the event occurred. If the event lasts more than **THIRTY (30) days** as from its occurrence, the sales agreement concluded by our Group and its client may be terminated by the most diligent party, without either party being entitled to claim damages.

This termination shall take effect on the date of first presentation of the registered letter with acknowledgement of receipt revoking such sales agreement.

**ARTICLE 9 – APPLICABLE LAW –DISPUTE SETTLEMENT:**

These general terms and conditions of sale are governed by French law. In the event of a dispute, the Courts in the jurisdiction where our Group is located shall have sole competence, event in the case of summary proceedings and notwithstanding the involvement of multiple courts or parties, or third party joinders.

**ARTICLE 10 - GENERAL TOLERANCES AND FINISHES:**

**10.1 General Tolerances**

General tolerances		
	No comments	Other specific comments*
<b>CNC machining</b>	ISO 2768 mK	According to your PDF file
<b>Metal Pressing</b>	+/- 0.20 mm every 100 mm	According to your PDF file
<b>Injection Molding</b>	NFT 58-000 – Normal class	NFT 58-000 – Reduced class

\*based on our production capacity

**10.2 Finishes, coatings, treatments and surface finishes:**

Finishes, coatings, treatments, and surface finishes are applied, approximating the standards requested or samples supplied.