

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 – PURPOSE AND SCOPE:

1.1 Any order for products implies the buyer's unreserved acceptance of and full and complete adherence to these general terms and conditions of sale, which prevail over any other document of the buyer, 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 all sales of products by our Group*, unless specifically agreed otherwise by the parties in writing prior to the order. Consequently, the placing of an order by a customer implies the latter's unreserved adherence to these general terms and conditions of sale, unless special terms and conditions are granted in writing by our Group* to the purchaser.

1.3. Any document other than these general terms and conditions of sale and, in particular, catalogues, prospectuses, advertisements and notices, shall only be informative and indicative, not contractual.

ARTICLE 2 – ORDER:

2.1 Definition: An order shall be understood to be any order for our products as they appear in our offers, 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 customer, unless we give our written acceptance of any proposed change.

Any request to change the composition or volume of an order placed by a customer 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 of a change to the order by the customer, our Group* shall be released from the agreed time limits for fulfilment of that order.

ARTICLE 3 – DELIVERY:

3.1 Delivery time:

3.1.1 Delivery times are given for information purposes only and are indicative; they depend in particular on the availability of carriers and the order in which orders come in. Our Group* endeavors to honor the delivery times indicated by the Group* when accepting the order, in accordance with standard logistics times in the industry, and to fulfil orders, except in the event of force majeure 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.

3.1.2 Any delay in relation to the indicative delivery times initially planned shall not justify cancellation of an order placed by the customer and recorded by our Group*.

3.2 Risks: Deliveries are, unless otherwise stated in quotations, made with carriage charged. The transfer of risks to the products sold by our Group* takes place upon delivery of those products by the carrier, made with carriage charged.

3.3 Conformity of acceptance: The products and packaging must be acknowledged in the presence of the deliverer or at the time of their collection; no subsequent complaint or reservation not noted by the deliverer or upon collection shall be considered if it has not been recorded on the delivery note or any document giving rise thereto. Any non-conformity of parts must be notified to us no later than **TWO (2) weeks** following the day of receipt thereof. If this period has expired or it is evident that the parts have been used and/or damaged, we shall refuse any refund, repair or replacement

*Group means EC INTERNATIONAL GROUP & ITS AFFILIATES

Responsibilities: EC INTERNATIONAL GROUP & ITS AFFILIALES sell Prototypes & Preseries parts (and not mass production parts); they cannot be used for any other purpose. Our Group* therefore accepts no responsibility for use of the parts by the customer and no responsibility for the materials & finishes recommended, or for the drawings supplied by the customer for the production of the parts (the 3D file prevailing over the 2D file in prototyping & preseries).

Suspension of deliveries: In the event of complete non-payment of an invoice that has fallen due, after a formal notice has remained without effect for **FORTY-EIGHT (48) hours**, our Group* reserves the right to suspend any current and/or future delivery.

ARTICLE 4 – PRICES:

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

ARTICLE 5 – PAYMENT TERMS:

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

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

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

5.4 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 legal interest rate applied to the totality of the sums remaining due by the buyer.

These penalties shall run until full payment is made. In the event of late payment, the group EC INTERNATIONAL GROUP & ITS AFFILIALES 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 EC INTERNATIONAL GROUP & ITS AFFILIALES see fit, **EIGHT (8) days** after a formal notice by registered letter with acknowledgement of receipt has remained without effect.

ARTICLE 6 – RETENTION OF TITLE:

The products are sold subject to retention of title until full payment has been made. Payment is understood to mean payment of the price of the products, the costs associated with the sale and interest. In the event of non-payment, the customer shall, at that party's own expense and risk, return the products not paid for after receiving a request equivalent to a formal notice by registered letter with acknowledgement of receipt; products in stock on the customer's premises being presumed to be those in this case, the sale shall be cancelled automatically on the day of return.

Repossession of the products by EC INTERNATIONAL GROUP & ITS AFFILIALES is not exclusive of any other legal proceedings which that party may bring.

ARTICLE 7 – 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 cases of 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, pro-duction 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 cause of disruption of supply attributable to our suppliers. In such circumstances, our Group* shall notify the customer in writing, including by fax or e-mail, within **TWENTY-FOUR (24) hours** following the date of occurrence of the events, the contract binding our Group* and the customer then being suspended automatically without compensation, starting from the date of occurrence of the event. If the event lasts more than **THIRTY (30) days** following the date of its occurrence, the sales contract concluded by our Group* and its customer 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 the said sales contract.

ARTICLE 8 – APPLICABLE LAW – SETTLEMENT OF DISPUTES:

These general terms and conditions of sale are governed by the country where our subsidiaries are located. In the event of a dispute, the Courts in the jurisdiction where our group & its affiliates are located shall have sole competence, even in the case of summary proceedings and notwithstanding multiple authorities or parties, or the introduction of third parties.

ARTICLE 9 - GENERAL TOLERANCES AND FINISHES:

9.1 General tolerances:

General tolerances		
	No particular indication	With particular indications *
CNC machining	ISO 2768 mK	According to the PDF drawing
Metal pressing	+/- 0.20 mm every 100 mm	According to the PDF drawing
Vacuum casting	+/- 0.20 mm every 100 mm	According to the PDF drawing
Injection molding	NFT 58000 - normal class	NFT 58000 - reduced class
Die casting	ISO 8062-3	According to the PDF drawing
Extrusion	+/- 0.20 mm every 100 mm	According to the PDF drawing
Stereolithography	+/- 0.15 mm every 100 mm	X
Selective laser sintering	+/- 0.15 mm every 100 mm	X

*According to our production capabilities

9.2 Finishes, coatings, treatments and surface finishes: Finishes, coatings, treatments and surface finishes are applied in a manner approximating the standards requested or samples supplied.