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CEDEX (France)*

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DELTA NEO

AFAQ ISO 9001 2015 No. QUAL/1993/1727.13

GENERAL TERMS AND CONDITIONS

GENERAL:

All orders presuppose acceptance of our general terms and conditions of sale set out below for France or for export and supersede all conditions of purchase unless otherwise officially agreed in writing by **DELTA NEO**.

ORDERS:

To be taken into account, all orders must be placed in writing by post or e-mail to **DELTA NEO**.

The following information must be included:

The date, logo, full contact details of the client and their representative, the client's reference no., the price, the quantity, the desired turnaround time, payment terms, incoterm, a comprehensive description of their product (drawing with index, the **DELTA NEO** reference no. and proposal, etc.).

DELIVERY TIME:

Delivery times are imperatively and exclusively set by the acknowledgement of receipt of the order issued by **DELTA NEO** and are provided for information purposes only and without guarantee. No deductions or compensation shall be made in the event the delivery time is exceeded.

PRICES:

The prices or rates are calculated via a proposal issued by **DELTA NEO** based on the client's specifications and **DELTA NEO**'s production capacities.

These rates may be indexed to raw material prices and updated without notice. The proposal's validity is indicated according to the current economic conditions.

PAYMENT:

Payment terms are set out in the proposal issued by **DELTA NEO**. Failure to respect these terms may, after formal notice or without notice, result in the suspending of all deliveries until such time as all outstanding sums are paid. Subsequently, a cash payment may be required.

Pursuant to Article D441-5 of the French Commercial Code, in the event of late payment, a flat fee of €40 will be charged for collection costs.

TRANSFER OF OWNERSHIP:

The goods sold are subject to the retention of title clause (law of 12 May 1980) and remain the sole property of the seller until such time as the sums due have been paid in full. Failure to pay by the due date will entitle the seller to lay claim to the products.

Cheques and bills of exchange are only considered payments once they have been cashed. Until this time, the retention of title clause shall remain in full force and effect.

TRANSFER OF RISKS:

The customer shall cover the risks of loss or damage as from the moment the receiving or pick-up slip is signed. It is the responsibility of the client to verify the condition of products upon delivery. If there is damage to the packaging or a quantitative error, the client must accurately state their reservations on the delivery slip and reiterate these to the haulier within 5 days by registered letter. They must also inform **DELTA NEO** within the same time period.

In the event of a qualitative non-conformity, the client must inform **DELTA NEO** thereof by post or by e-mail within 10 days of receipt. Merchandise may not be returned without the written agreement of **DELTA NEO**.

LIMIT OF LIABILITY:

For all issues not covered by the company's third party liability insurance and unless otherwise agreed, the limit of financial liability is capped at twice the value of the production or service provided, to the exclusion of all other damages and interests.

USAGE RECOMMENDATION:

DELTA NEO cannot accept complaints regarding products delivered more than 3 months previous and not stored in their original packaging, unless otherwise indicated on the packaging or special product specifications.

TOLERANCE:

Should **DELTA NEO** refrain from invoking any of the provisions of these general terms and conditions of sale, this can in no way be interpreted as **DELTA NEO**'s waiver of the benefit of the said provisions.

In the specific case of the packaging sector, unless special conditions have been agreed between **DELTA NEO** and the client at the time the order is placed, a delivery tolerance shall remain applicable based on:

Quantity made > 10,000 units: $\pm 20\%$

Quantity made < 10,000 units: $\pm 40\%$

GOVERNING JURISDICTION:

The rights and obligations of the parties are governed exclusively by French law. Any dispute shall fall under the jurisdiction of the Commercial Court where **DELTA NEO**'s head office is located.

PERSONAL DATA PROTECTION:

You have the right to access and rectify your personal data and/or have these data deleted. This can be done by contacting us by e-mail at dn@deltaneo.com, using the following subject line: *demande RGPD* [GDPR request]. You may view our privacy policy on our website: www.deltaneo.com