



GENERAL SALE CONDITIONS

1. These general sale conditions apply for the purchases of products from Color Type S.A. based on contract or confirmed order
2. The customer's request will be approved if it contains ALL the technical and non-technical information necessary for production.
3. The written order sent by the Customer is considered accepted by the Supplier and comes into force only after the express confirmation of Order by the Supplier, with the mention of written acceptance by the Customer.
The order, even if it is confirmed, will not be launched in production until the Customer provides all the necessary materials, information and confirmations incumbent on him exclusively as set out in the confirmed Order.
Any change of characteristics of products requested after the issue of Order Confirmation by the Supplier will be valid only after a new written confirmation of order by the Supplier and accepted by the customer.
4. Any samples, drawings, descriptive materials which are not expressly mentioned in order are not part of contract and do not have contractual force.
5. An offer is valid only for a period of 30 working days from issuing date.
6. The Supplier reserves the right to change the specifications if this is required for the observance of legally applicable requirements.
7. Any date established in the Delivery Order must be considered indicative and the delivery deadline or any other deadline will not influence the validity of contract.
8. The Supplier will not be responsible for any delay in the delivery of products caused by a force majeure event, by the lack of adequate delivery instructions sent by the Customer, incomplete or inadequate materials for the exact supply of products in the conditions set out in the Order Confirmation.
9. The Customer accepts that for the realization of order in optimal and efficient conditions, the Supplier will produce and deliver up to 10% more or less than the quantity of goods ordered, and will fully pay for the goods delivered.
10. The ownership right over the goods will not be transferred to the customer until the Supplier has received the full payment for the goods supplied.
11. Unless the Parties agree otherwise, the Supplier can deliver the goods in instalments, which will be invoiced and paid separately. Any delay in delivery or defects of an instalment does not allow the customer to refuse or cancel another instalment.
12. The Supplier can notify the Customer at any time before delivery to increase the Price of merchandise justified by:
 - 12.1 Any request of Customer to change: the delivery dates (including the urgent delivery); quantity or types of goods ordered; specific conditions and/or processes; requests to do works which are not specified in order (which can include the checking of materials or the use of experimental processes).
 - 12.2 Any delays caused by the Customer for non-communication or incorrect or delayed communication to the Supplier of information or adequate instructions or inaccuracies or defects of materials supplied by the Customer.
 - 12.3. The failure to observe by the Customer of conditions for approval of colors set out in Order, which generates delays in the progress of production phases provided by the Supplier.

13. The Customer has to fully pay the invoices issued by the Supplier in the conditions set out in Order, without being able to invoke a possible compensation, deduction or withholding. The payment deadline is a validity condition of the contract. In case of failure to pay, the Supplier can terminate unilaterally the contract by simple notification of the Customer, and the provisions of article 16 shall apply.
14. In case of delay in the payments, the Customer will have to pay interests to the delayed amount at the quarterly EURIBOR rate plus 4 percentage points. The interest is accrued every day from due date until the full payment of the outstanding amount; the interest must be paid together with the outstanding debt.
15. If the Customer provides materials, the Supplier has the right to refuse them, without justification, if he considers that they are not adequate to the purposes for which they were provided. As soon as the product is delivered, the materials provided by the Customer which are not used will be sent back to the Customer with the goods produced or will be eliminated by the Supplier with all the costs which will be paid by the Customer. The Customer will make available to the Supplier the technical and safety sheets and conditions of use of own materials.
16. If the Customer requests a delay in supply or cancellation of order, the Supplier has the right to invoice the Customer all the costs incurred until that time in connection with the Order (which will include the cost of materials, goods produced, including those which were not delivered and the costs shown, including the remuneration of his employees). The invoice must be paid within 10 days from issue.
17. When the Customer does not respect the terms agreed in Contract for the supply of his materials and the technical specifications, all the deadlines for execution of works and deliveries will be delayed with the lag which will appear automatically because of delay of production cycle of the Supplier by the fault of the Customer and the provisions of point 16 shall apply.
18. The delivery conditions are at the office of Supplier or as it was agreed in the order confirmation of the Supplier. The delivery deadlines from the order confirmation are estimated and are based on the prompt reception of all information and when applicable, the materials from the Customer.
19. The Customer has the obligation to receive the merchandise and report any nonconformities within 5 working days from its reception.
20. In case of nonconformities caused by the fault of Supplier, the Supplier will remedy the nonconformities noticed at his own cost. In case of nonconformities caused by the fault of Customer, the Supplier will remedy the nonconformities noticed at the expense of the Customer. All the returns of products are subject to the prior approval of the Supplier. In case of nonconformities noticed by the Customer, the Supplier has the right to request the Customer to deliver/return the defective products.
21. The Customer fully takes any responsibility for holding the authorizations, the ownership right or the use of information/colors/trademark and any other elements which will be used for the realization of products requested.
22. By force majeure event, we understand any circumstances (external unpredictable, insurmountable, inevitable event) which are not within the reasonable control of the Supplier. If the force majeure event prevents or delays the fulfilment of obligations by the Supplier for a continuous period of over eight weeks, the Supplier can terminate the contract and will notify in writing the Customer with the automatic application of article 16.
23. Each Party commits not to disclose at any time to any person confidential information about the relations, data and information obtained under this contract. Neither Party can use the confidential information of the other Party for other purposes than the exercise of their rights and the fulfilment of their obligations by virtue or in connection with this agreement.
24. The Supplier can at any time assign, transfer or negotiate in any way all his rights or obligations regarding this Contract.