

## DYNACAST TERMS AND CONDITIONS OF SALE

- ORDER:** Unless stated otherwise in the following clauses, our General Selling Conditions are derived from the European Casting Manufacturers General Selling Conditions also adopted by the General Syndicate of the French Casting Manufacturers and Related Business ("Syndicat General des Fondateurs de France et industries connexes").  
This quotation is subject to order by customer within 30 days. Customer's order constitutes a contract between customer and Dynacast, on the terms and conditions expressed herein, if thereafter the order is accepted by an authorized official of Dynacast. The terms and conditions referenced herein represent the entire agreement between the parties. Any additions to, changes in, or other modifications to these provisions which customer proposes will be deemed to be rejected by Dynacast except to the extent agreed to in writing by an authorized official of Dynacast.  
Unless stated otherwise, our parts are compliant with Dynacast's standard specifications PI0197.  
In case of ordered quantity lower than the batches specified in the customer price list, or if the reference had not been ordered for more than year, the price will be revised.
- PRICES:** All orders are accepted for delivery at prices in effect at the time of shipment and are based upon bulk packaging unless otherwise stated. Quoted prices are based upon material prices in effect at the date of the quote. Prices for future orders may be adjusted if standard prices as reported by the General Syndicate of the French Casting Manufacturers and Related Business fluctuate five percent or more. Such fluctuations will be evaluated of the 25th of each monthly basis and will become effective with the first shipment by Dynacast. In case of difference between the part weight stated in our quotation and the weight of the casted parts, the material price will be revised on this basis plus 10% for melt loss.
- PAYMENT:** Production will begin after full payment has been received for tooling. Full payment for original tool design is required before accepting customer design changes. Regarding parts, payments are following the LME's law. Late payment will generate late payment penalties equal to 3 times the annual legal interest rate as well as a fixed reparation of 40 euros collection charge mentioned in the article L441-6 of the code of the business, amount fixed by decree N°2012-1115 of October 02nd, 2012. No discount will be practiced in case of pre-payment. The prices contained in this quote are predicated upon timely payment by customer. Timely payment is considered to be of equal importance to timely delivery. Late payments will be subject to an administration charge equal to 1.5% per month. Dynacast reserves the right, at its sole discretion, to suspend production on any past due accounts, including those past due for failure to pay administration charges, and to change the pricing based upon customer payment history, which may result in pricing that deviates from the agreed upon terms.  
Unless stated otherwise formally noticed, payment must be sent to our headquarter : Dynacast France - 506 avenue Saint Just - ZI Vaux-lePénil - BP 520 - 77015 MELUN CEDEX (France).
- PREPARATORY WORK:** The preparatory work charge made to customer is nominal and does not include the full cost of preparing for production. Equipment produced for customer's order remains the property of Dynacast, but will be maintained by Dynacast exclusively for production for customer. Should no order for a specific item be placed for three (3) years, Dynacast reserves the right, at its sole discretion, to dispose of such equipment after giving 30 days prior written notification to customer's last known address.
- DESIGN:** Dynacast reserves the right to make minor changes in design, whenever necessary to accommodate its production methods. Such changes are subject to customer's prior written approval. Engineering and design suggestions are made in the best interest of all concerned, but the responsibility for their success lies entirely with customer, unless otherwise stated in the quotation.  
**APPROVAL OF PRODUCTION SAMPLES:** Prior to commencing production of orders for customer, Dynacast will submit sample die castings for customer to review and approve. In the event that, after reasonable efforts, Dynacast is not able to produce sample die casts that meet customer's design specifications, this quote will become null and void, and both parties agree to terminate the agreement for convenience, without any damages or expenses alleged by or accruing to either party.
- SURFACE QUALITY:** Castings will be furnished with Dynacast's commercial die cast quality. No other work, such as machining, plating, assembling, or work of similar nature, is included in this quotation unless otherwise specified.
- GAUGES:** This quotation does not include provision for the cost of any gauges which may be required for inspection of the part, other than the standard thread and plug gauges Dynacast may normally have available.
- DELIVERY:** Delivery of orders for pilot runs or production quantities of special parts is to be negotiated at time of placement of such orders and is to be subject to prior sales of Dynacast's machine capacity.
- PRODUCTION AND SHIPMENTS:** Production and shipments against orders will be continuous until completed unless otherwise specified by customer and agreed to in writing by Dynacast. Dynacast reserves the right, at its sole discretion, to ship ten percent (10%) over or under the amount originally specified on items manufactured on special order. Unless stated otherwise, all orders are Exworks shipping.

<b>SAMPLES:</b>	<p>Die castings may not be rejected because of variation from print dimensions if they are made to, and are unchanged from, approved samples with respect to dimensions, finish and analysis, or for failure with regard to function, or fitness for use, when the purchaser has specified or approved the design. If sample die castings have not been approved and conflicting models and prints have been submitted, the basis of acceptance shall be agreed in writing by Dynacast and customer.</p> <p>Samples are accepted by default if the customer does not formally answer in a 15 day period after the delivery of the samples.</p>
<b>WARRANTY:</b>	<p>Defective products, including products that do not meet mutually agreed upon specifications, will be replaced, corrected, or credit allowed, but no allowances will be made for any damages or expenses incurred beyond the actual invoice value of goods shipped and billed by Dynacast. THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, ORAL OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.</p>
<b>DESIGN AND USE:</b>	<p>Customer shall be solely responsible for the design and use of the products produced hereunder, including without limitation the plans and specifications therefore and approval of samples thereof. Customer shall indemnify, defend and hold Dynacast and its affiliates, shareholders, directors, employees, officers and agents harmless from all demands, claims, actions, causes of action, proceedings, suits, assessments, losses or damages (i) based upon any defects in the design of the product provided by customer to Dynacast or any defects in any plans or specifications for, or any samples of, the product provided by customer to Dynacast, and/or (ii) arising from customer's sale of the product and/or (iii) arising from any use by customer, or any other party, of either the product or any other goods into which the product is incorporated.</p>
<b>LIMITATION OF LIABILITY:</b>	<p>IN NO EVENT SHALL DYNACAST'S LIABILITY FOR ANY PRODUCT (WHETHER ASSERTED AS A TORT CLAIM OR CONTRACT CLAIM) EXCEED THE AMOUNTS PAID TO DYNACAST FOR SUCH PRODUCT HEREUNDER. IN NO EVENT WILL DYNACAST BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY CUSTOMER; LOSS OF USE, DATA, PROFITS, CONSEQUENTIAL LOSSES, INDIRECT LOSSES OR SPECIAL DAMAGES, PRODUCT RECALL COSTS, OR PATENT CLAIMS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.</p> <p>Unless a arbitration agreement exists between the parties, only the Melun Commercial Court of Justice (Tribunal de Commerce de Melun) will be regarded as competent regarding any dispute on the contract, whatever the selling conditions and the agreed payment terms and method, even in case the guarantee is triggered or if several defendants are concerned. French law will be applicable to the contracts. However, Dynacast may want to refer the matter before the Court of the customer's headquarter and if so, to possibly abandon the application of its own legislation.</p>
<b>CLAIMS AND RETURNS:</b>	<p>Claims of any nature must be made within 30 days of shipment. Returns will not be accepted for any reason without Dynacast's prior written authorization.</p>
<b>PATENTS AND OTHER RIGHTS:</b>	<p>Customer represents that it has all necessary rights to the plans, designs, samples and specifications provided or approved by customer and expressly agrees to protect and indemnify Dynacast against any claims or suits for intellectual property right infringement resulting from the manufacture of a part or product according to such plans, designs, samples and specifications.</p>
<b>TAXES:</b>	<p>Customer agrees to pay or reimburse Dynacast for any sales, excise or other tax (other than income tax) levied by any government agency, federal, state, or local, which Dynacast may be required to collect or pay upon the sale of the items quoted and any tax upon Dynacast measured in whole or in part by the amount of such sale.</p>
<b>CHANGES AND CANCELLATIONS:</b>	<p>Orders are not subject to changes except on such terms as to protect Dynacast against loss and expressly agreed to by Dynacast in writing.</p>
<b>DELAYS:</b>	<p>Dynacast is not responsible for delays in making delivery or any failure to make delivery due to causes beyond its control including, but not limited to, acts or regulations of any governmental authority, fire, work stoppages or slow downs, accident, flood, war, national emergency, acts of God, public disorders, transportation shortages and delays and shortages of fuel or materials.</p>
<b>TITLE:</b>	<p>Delivery of products to a carrier by Dynacast or upon instruction, consigned to customer or customer's order, as customer may direct, shall constitute transfer of title, ownership, possession and property in and to the products at such point of delivery, and such carrier shall thereafter be deemed to be acting for customer and the products shall thereafter be at customer's risk.</p> <p>Perpetual Tooling : All non-proprietary portions of the tooling are to be the property of the customer and trusted to be cared for and maintained by Dynacast for the production of the customer product. The proprietary technology of the tooling process remains the property of Dynacast.</p> <p>No Perpetual Tooling : All non-proprietary portions of the tooling are to be the property of the customer. The proprietary technology of the tooling process remains the property of Dynacast.</p>
<b>ROUTING:</b>	<p>In the absence of specific routing instructions by customer, Dynacast will exercise its best judgment to route shipments most advantageously. Dynacast assumes no responsibility for charges or damages caused by carriers.</p>

**CREDIT  
WORTHINESS:**

This quotation is subject to the creditworthiness of customer, as determined by Dynacast, in its sole discretion, with the assistance of customer as reasonably necessary. Dynacast shall determine an initial credit limit, which shall be reviewed (and, if necessary, adjusted) at least quarterly. In the event customer exceeds this credit limit, Dynacast shall have the right to stop shipments of product to customer until customer makes a sufficient payment to bring its account within the credit limit provided. Any stoppage of shipments in accordance with this section by Dynacast shall not be a breach of any other terms agreed with customer.