



## GENERAL TERMES AND CONDITIONS OF SALE

### Article 1- SCOPE

Except where otherwise expressly agreed to in writing by TTS, all TTS services are subject to these terms and conditions, which prevail over any other contractual stipulation. Any order implies acceptance of the customer to the present general conditions of sale.

### Article 2 - OFFERS AND PRICES

TTS offers must be submitted to the customer for approval. The acceptance of the general conditions of sale by the customer implies his validation of the TTS offer. TTS offers are valid 30 days from the quotation date.

The services are invoiced according to the tariff agreed with the customer. Any discounts and rebates may be the subject of specific agreements concluded directly with the customer.

### Article 3 - PAYMENT OF INVOICES

Unless otherwise stipulated, invoices are payable in cash, by bank transfer, by check, on receipt of the invoice or at the latest 30 days end of the month in the currency mentioned on the invoice. TTS reserves the right to cancel the contract or accept it in different terms and conditions especially in case of customer insolvency, previous payment incident or abnormal demand. TTS may also require in the cases previously mentioned a deposit or advance payment of the benefit. Any invoice claim must be sent to TTS in writing within eight days after receipt of the invoice. The introduction of a complaint does not relieve the customer of its payment obligations.

### Article 4 - ORDERS

After receiving the customer's request, a quotation is made and transmitted to the latter. The quotation is submitted to the validation of the customer. This acceptance implies the validation of these terms of sale.

Orders are final only when they have been confirmed in writing by the customer whether it is on papers or electronic and following the validation of the quotation sent by TTS.

Only written orders are valid on the client's letterhead, signed and identifiable. For test and analysis service, they have to be written on the TTS test request form duly completed, stamped and signed by the customer.

Also considered as actual orders, TTS quotations validated by the customer and on which he has affixed the stamp and signature. The same applies to written orders sent electronically. It is accepted derogation for some customers regularly working with TTS, to consider as actual orders, requests received simply by e-mail without return of the signed quotation.

Work is undertaken only after receipt of such orders.

TTS sends the customer a confirmation by e-mail, acknowledging receipt of the order, in which is indicated the individual registration number of the order and the estimated time of delivery of the results. The customer recalls this individual number in any contact with TTS regarding his order.

Any modification in the order, decided by mutual agreement or made necessary during execution, must be confirmed in writing by the customer and accepted by TTS. This modification may cause a change on deadlines and / or prices.

## **Article 5 - DELIVERY TIME**

Delivery times for TTS services are given as an estimation. They start running as soon as the order is accepted by TTS. This acceptance is effective only when all the elements required for this service, which are the responsibility of the customer, are provided by the latter. For testing and analysis service: quantity of samples needed and completed test request. Regarding calibration: full equipment and all technical information necessary for the performing the service.

## **Article 6 - RECEIPT AND RETURN OF SAMPLES AND EQUIPMENT**

The samples submitted for testing, as well as the equipment concerned by the calibration service, are sent to TTS by the customer. Sending samples and the equipment is the responsibility of the customer and at the risk of the latter. On prior request of the customer, the samples tested and the remaining samples can be returned to the customer at the expense and at the risk of the latter. The customer has to specify in writing if he wants to preserve as much as possible the samples submitted to the tests.

Calibrated equipment is returned to the customer at his expense. In no case TTS can be considered as responsible for the loss or the deterioration of these equipment during the sending.

## **Article 7 - SUBCONTRACTING**

Unless otherwise agreed, TTS may delegate all or part of the benefits to a subcontractor that ensures the same conditions of service of TTS services.

## **Article 8 - ON-SITE CUSTOMER SERVICES**

On-site customer services like quality control inspections, equipment calibrations and technical assistance are conformed to these terms and conditions.

Moving the TTS staff to the customer site for the performing these services is done after a written request by the customer which must be validated by TTS. The cost of the transfer is on the customer. It is included to the prices of the services.

Where the Client instructs TTS to perform an inspection, the Client and/or the Clients suppliers agrees and warrants:

(i) to provide TTS, with complete, accurate, and the most current information and documentation to perform the Inspection.

(ii) to provide the necessary conditions for the performance of the services (place with sufficient light and arrange enough workers to assist TTS inspectors' inspection, like draw and transit the cartons, open the package and repack the products). The customer must provide TTS staff with all the safety precautions relating to the working conditions during the performance of their services.

(iii) to allow the Inspector to use a camera and/or the smartphone to perform the Inspection.

(viii) to make sure all required equipments for inspection are calibrated and available before TTS's inspector(s) arrival.

Inspection booking should be made at least 5 working days (Sun & Public Holiday not included) prior to the scheduled date of inspection.

## **Article 9 - REPORTS**

Following the various services requested by the customer, TTS issues reports that must be sent to the customer. Associated services may be included on request, such as: an interpretation report, comments or opinions.

Test reports, are related only to submitted to TTS for this service. They can in no case be exploited for other samples, even if they are from the same batch.

All the reports are sent to the customer on paper or electronically in PDF format to the email address provided by the customer. Any partial reproduction of these reports and interpretive reports is prohibited unless it is approved by TTS. If the client does not specify language choice, the report is made automatically in French.

At the end of the work, the service reports, interpretation reports, comments or opinions are archived in accordance with TTS quality system procedures

#### **Article 10 - TIME CONSERVATION OF SAMPLES**

At the end of the tests, the unused part of the samples is held in accordance with the quality system procedures of TTS.

#### **Article 11 - CONFIDENTIALITY**

TTS is prohibited from communicating to third parties, without the customer's prior consent, any confidential information concerning the services requested.

#### **Article 12 - TERMS OF PERFORMANCE AND FORCE MAJEURE**

TTS undertakes to carry out order with a maximum of care, in compliance with the rules of confidentiality, impartiality and independence, according to the methods, procedures and standards.

The occurrence of a case of force majeure automatically suspends the obligations of TTS and exempts it from all liability or any resulting damage.

#### **Article 13 - COMPLAINT**

Customer complaints must be in writing. Any well founded claim must be handled as soon as possible by TTS. TTS undertakes to inform the client in writing of the actions taken following his claim.

Claims processing and corrective actions must be done according to the TTS quality system.