

Document#	QF-20
Revision	A
Release Date	01-Nov-19

All orders received by Toolless Plastic Solutions imply acceptance of our general sales conditions.

These conditions take precedence over other corresponding general conditions, even if they are contrary.

Written confirmation must be given by us in order for our commitments to be valid.

Considering the specific points of the techniques used, our delivery deadlines are only given as an indication. In the case of a delivery delay we are excluded from all late and/or order cancellation penalties and/or damages and interest to be paid by us.

Our price proposals are to be considered as an offer and are valid for one (1) month from their date of issue. Upon acceptance of an offer a contract will be drawn up under reserve of our agreement to the execution and payment terms. The purchaser will have to submit sufficient guarantees.

Our prices are established for packaged merchandise, ex works, not including any taxes, Freight On Board. Our invoices show all other elements separately.

TRANSPORT

Transport costs will be invoiced in accordance with the costs incurred by Toolless Plastic Solutions.

The merchandise is sent in all cases, including for prepaid dispatches, at the risks of the recipient in accordance with article 100 of the Commercial Code. All orders leaving our workshops until the 30th or 31st included, will be invoiced during the month in progress. In case of missing articles, damage or delay, it is up to the recipient to make all the necessary claims in writing and summarized to the transporting company at the time of delivery and to confirm them by registered letter with receipt within THREE (3) days (Articles 103 to 108 of the Commercial Code).

CLAIMS

As our activity is sub-contracting, the customer is fully responsible for the choice of the material(s), as well as the design of the parts, depending on the industrial result that they may be looking for and that they alone are aware of in detail. Depending on the technical specification, the customer decides who sets the specifications to be defined and in what detail and the parts are to be manufactured.

Toolless Plastic Solutions design is materialized by a prototype, that must be checked and approved by the customer. Toolless Plastic Solutions design responsibility is limited to the realization of another prototype, with clear remarks from the customer.

Considering the specific nature of the process and in accordance with the quality assurance norms in force, Toolless Plastics Solutions responsibility regarding modifications can only be enforced if these modifications have been clearly identified.

Apart from the above-mentioned transport risks, any merchandise that has not been returned or been subject to technical observations within a period of NINETY (90) days from delivery will be considered as being conformed to the order, both in quantity and quality. No claim will be considered after 90 days. Possible storage on worksite or at the point of sale is at the customers own risk.

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Any new order brings about, except in a specific situation stipulated in writing by Toolless Plastics, acceptance by the customer of the technical conformity of the products from earlier deliveries.

If a quality fault noticed is recognized by us, our responsibility is limited to replacement or rework of the part, and excludes any other costs and/or compensation of any kind.

The contested merchandise should be stored indoors by the purchaser until final settlement of the claim. The purchaser cannot refuse to receive the merchandise that is subject to a claim or return it without our authorization.

TERMS

Under reserve of our prior agreement, our merchandise is payable in Everett in the following way:

- **United States of America:**
 - For prototypes: At the time of the first order a deposit of 50% is to be paid. The balance is to be paid by check or credit card upon shipping of the prototype. For following orders Net 30 terms can be set up upon approval of credit.
 - For mass production: At the time of the first order a deposit of 50% is to be paid, international, the full amount must be paid before shipping. The balance is to be paid by check, wire transfer, or credit card upon shipment and receipt of invoice. For following orders Net 30 terms can be set up upon approval of credit.
- **Outside the United States of America:**
 - At the time of the first order a deposit of 50% is to be paid. The balance is to be paid by bank transfer on receipt of the invoice. For following orders payment is to be made on receipt of invoice.

Default on payment by the due date will incur interest at the rate 1% per month against the unpaid balance and authorizes us to suspend deliveries, terminate the contract, or modify the conditions of the contract.

If the customer refuses or cannot provide us with this, we are entitled to cancel all or part of the order related to the contract.

Late payment or default on the payment by the due date brings about an immediate demand for the amounts to be paid, including those that are not yet due.

Only merchandise that has been recognized by us as being non-conforming can bring about the suspension of the payment or late payment of our invoices. A credit note will be issued for this or a written agreement will be made accepting postponement of the due date.

PENALTY CLAUSE

It is expressly agreed that if it is necessary to recover an outstanding payment by legal means, the amount of this will be increased by 10% (not including interest) with a minimum of \$200 and possible legal costs.

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QUANTITY CLAUSE

Unless otherwise stated in the purchaser’s purchase order documentation, Toolless Plastic Solutions will apply ISO9001:2015 QMS system in executing the order.

The purchaser must make it known to Toolless Plastic Solutions at the time of quotation phase all necessary flow down requirements in order to prevent additional charges being applied.

PROCESS INHERITED SCRAP ALLOWANCE

Best practices are implemented to minimize scrap during production. However, due to the nature of the process and its inherited scrap generation, Toolless Plastic Solutions reserves the right to alter the quantity ordered by as much as 10% in increased or decreased quantity.

For example: for a quantity of 100 pieces ordered, we reserve the right to deliver between 90 and 110 pieces.

TESTING AND ASSEMBLY SERVICES

Additional services such as assembling content into the enclosure is available, but at an additional cost. Such request must be made in writing, or a form of revised Purchase Order. Toolless Plastic Solutions does not perform testing of these assemblies.

CANCELLATION

Cancellation must be requested in writing. The purchaser is subject to cancellation charges including, but not limited to, the liability for all incurred costs.

COMPETENCE – APPLICABLE LAW

It is expressly agreed that the courts of the State of Washington are the only ones that are competent for any dispute, even in case of multiple defendants or appeals. The different methods of dispatching or payment do not bring about novation or derogation to this clause assigning jurisdiction. Only US law will be applicable to the exclusion of any other legislation or agreement.

TECHNICAL CONDITIONS

Toolless Plastic Solutions has implemented QF-14 Concept Proposal form to freeze the design prior to commencing the production. By acknowledging the content of QF-14, the purchaser has approved the design, or forfeit the right to approve, and the product will be produced by said configuration.

Modification requests made post design freeze may be accommodated at an additional cost.

Modification requests made during work-in-progress (WIP) may be accommodated on case by case basis. However, the accommodation of change(s) may be in the form of new order(s). In which case, the purchaser assumes the liability of WIP including any additional costs.

1) TOLERANCE

The general tolerances of Toolless Plastic Solutions are the following:

A - General Tolerances:

Dimensional (assembly-folding):

Dimensions and Tolerances (mm)			
Dimension	0 to 100	100 to 200	Dimension over 200
Tolerance	± 0.5	± 0.7	JS16 in accordance with norm NF EN ISO286

NF EN ISO286
 (<http://www.boutique.afnor.org/BGR1AccueilGroupe.aspx?&nivCtx=BGRZBGRZ1&ts=607216&lang=English>)

Fabrication-Boring-Counterboring:

Dimensions and Tolerances (mm)				
Dimension	0 to 100	100 to 200	200 to 400	> 400
Tolerance	± 0.2	± 0.3	± 0.4	NFEN 22768

For dimensions over 400, tolerances are in accordance with classification “c” of norm NF EN 22768 (<http://www.boutique.afnor.org/BGR1AccueilGroupe.aspx>)

B - Adaptation of our work measurements to our procedures:

In order to adapt our technical definitions to our procedures, over-diameters are applied in our manufacturing files depending on the surface treatments and the CN manufacturing procedures.

The functional boring measurements can be increased by 0.2 to 0.3 mm.

C - Beveled Edges:

Dimensions and Tolerances in (mm)				
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Dimension	0.5 to 1.5	1.5 to 3	3 to 6	Over 6
Tolerance	± 0.2	± 0.4	± 0.7	± 1.4

Tolerances are increased by 30% for material thicknesses over 6mm.

D - Specific requirements of the customer:

It is necessary to inform our technical departments of any particular requirement outside the limits indicated in this paragraph.

E - Appearance criteria

Acceptance Criteria	Front		Sides		Bottom/Back	
	High	Standard	High	Standard	High	Standard
Visual check at 60cm or 23" in natural light	Distance of visual check for all faults					
Workmanship Criteria for Scratches/Particles/Marks: Length, <5 mm Width, <0.2 mm Deformation, <0.2 mm	0 allowed	1 allowed	1 allowed	1 allowed within half width	3 allowed	5 allowed

Comments: Unless otherwise specified, Toolless Plastic Solution will apply the standard workmanship criteria.

The materials used for the surface treatment can vary in terms of shininess and slight scratches, or other imperfections which may be visible as a normal condition of processing.

2) ASSEMBLING

Assembling by gluing cannot be subject to any criteria other than reasonable hold in relation to the conditions of use known by us.

3) PAINT

Colors are reproduced only by visual assessment. The customer accepts reasonable differences in identical support, light conditions. The adherence test is made using a reference grid for the paint test and a 3M 853 adhesive.

4) DIGITAL PRINTING

It can only be judged to be clear and legible at 60cm with normal or corrected vision. Adherence is measured using a thumb test.