

ORDERS

- Art 1 By Customer, We designate any physical or moral person who places an order which is written to Wildcat Packaging either by mail, fax or e-mail. For any oral order, Wildcat Packaging reserves the right to demand written confirmation.
- Art 2 All orders having been subjected to a manufacturing order will not be cancelled or modified. Depending on the order, Wildcat Packaging reserves the right to demand a deposit of 30% when ordering. 30% at the ordering stage and 40% to be paid 5 days following delivery, unless otherwise stated in the contract.
- Art 3 Any modifications to the initial contract – manufacture, quantity, deadlines – (this list is not exhaustive) will be carried out under the sole responsibility of the Customer, who will meet the costs necessary for the modifications to the initial contract.

INVOICING

- Art 4 Unless stipulated to the contrary, offered prices are valid for a period of 2 months for manufacturing carried out under normal conditions.
- Art 5 Sub contracting should not be criticized as long as Wildcat Packaging's commitments to be fulfilled.
- Art 6 Prints or photos invoiced and paid to the Customer are the property of the Customer. Other manufacturing elements and those which have not been invoiced remain the property of Wildcat Packaging unless otherwise expressly stipulated.
- Art 7 In the absence of contractual stipulations products made by Wildcat Packaging are fully payable on receiving invoice by cheque, credit transfer or draft accepted within 30 days.
- Art 8 Samples and prototypes required by the Customer are invoiced according to the prices in effect at the time. Any request for prototypes and samples needing manufacturing will neither be cancelled nor modified.

PAYMENT

- Art 9 Princes are binding before the addition of tax and will be payable according to previous agreed modalities. Any outstanding balance will result in the immediate demand for payment of other dues. Furthermore, according to penalty clause and complying to legal dispositions, 8 days following the remittance of the formal demand still left unpaid, the buyer is liable for the penalty for late payment, calculated by applying the totality of amounts due to an interest rate equal to one and half times the legal interest rate, according to clauses stated in article 33 of the 19 December 1086 edict.
- Art 10 Any failure of payment from the Customer will allow Wildcat Packaging the right to retain shipment and current orders.
- Art 11 Wildcat Packaging expressly reserves the ownership of goods delivered and designated by the order and its amendments until full payment of their principal and interests.
- Art 12 Raw materials and documents entrusted by the Customer, as well as manufacturing carried by Wildcat Packaging constitute a security added to the payment.

GARANTEES

- Art 13 There is not guarantee against risks, such as deterioration, accident or loss of any kind of goods and diverse objects belonging too the Customer and handed over to Wildcat Packaging. They must be insured by the Customer.
- Art 14 If the wood or any raw material are not supplied by Wildcat Packaging, the latter reserves the right to end the contract without retraction clause if the supplies are considered to be inappropriate to the required manufacture, provided the Customer is warned within 72 hours following the beginning of the manufacturing.
- Art 15 The supplied wood or materials must be faultless and delivered as stated by wildcat Packaging, concerning quantities and dates. In the case of non-manufacturing raw materials will be returned at the Customer's expense.
- Art 16 Any scraps remain in wildcat Packaging's ownership.

STORING

- Art 17 As soon as the customer has been informed that the goods are at his/her disposal, a person of the Customer's choice should immediately proceed to collecting these goods.
- Art 18 Failure to collect the goods within 60 days will, following formal notice, result in a current rate storage charge to the Customer.

INTELLECTUAL PROPERTY

- Art 19 When Wildcat Packaging executes any work including a creative activity or process, under the intellectual property code, any property right, including the right of reproduction remains Wildcat Packaging's ownership, unless explicitly negotiated.

RESPONSIBILITES

- Art 20 It has been agreed that orders will be transported under the sole responsibility of the Customer or the carrier named by the Customer
- Art 21 To place an order concerning the reproduction of an element which has had the benefit of intellectual copyright, the Customer should give confirmation that their reproduction rights are to their advantage.
- Art 22 Delivery deadlines are to be complied, stipulations to the contrary, negotiated between the customer and Wildcat Packaging when placing the order. Wildcat Packaging is not responsible for delays due to a power breakdown, fire, floods, war or strike consequences, or any case of force majeure. Wildcat Packaging cannot be liable for a delivery delay due to the carrier, even if hired by them.

DISCLAIMER OF LIABILITIES

- Art 23 No complaint shall suspend the payment of invoice concerning the order.
- Art 24 Wildcat Packaging cannot be liable for faulty or wrong use of ordered goods or for a destination change.
- Art 25 A defect part of any goods cannot justify total reject of the goods.
- Art 26 Wildcat Packaging's responsibility is generally limited to the value of the ordered manufacture.
- Art 27 Any modification which arises after manufacturing has started and for which the production is not to blame must be subject to a written request and remain in the hands of Wildcat Packaging.
- Art 28 Any dispute relative to the present sale, even in the case of a guarantee claim or a defence plurality, will be, failing amicable agreement, within the exclusive competence of the courts of Bayonne, in whose jurisdiction we have our headquarters.