



Variapack

Catalogue



THIOLAT
PACKAGING



SUMMARY

1

PASTRY

1

STANDARD DESIGN BOXES «EXCELLENCE»

3

UNPRINTED BOXES

5

MACARONS BOXES / ORNEMENTAL CAKE BOX

6

ICE CREAM BOXES

7

USER MANUAL



STANDARD DESIGN BOXES «EXCELLENCE»

SQUARE BOXES WITH LID «TRIO»

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	16x16x5	50	14	15	210	10 500
X	18x18x5	50	11	16	176	8 800
X	20x20x5	50	9	15	135	6 750
X	23x23x5	50	6	19	114	5 700
X	26x26x5	50	5	16	80	4 000
X	29x29x5	50	4	14	56	2 800
X	32x32x5	50	3	15	45	2 250
X	35x35x5	25	6	15	90	2 250
X	40x40x5	25	4	14	56	1 400
X	14x14x6	50	16	15	240	12 000
X	16x16x8	50	10	15	150	7 500
X	18x18x8	50	9	15	135	6 750
X	20x20x8	50	8	15	120	6 000
X	22x22x8	50	6	15	90	4 500
X	25x25x8	50	5	15	75	3 750
X	28x28x8	50	4	15	60	3 000
X	32x32x8	50	3	15	45	2 250
X	35x35x8	25	6	15	90	2 250
X	40x40x8	25	4	15	60	1 500
X	18x18x10	50	8	15	120	6 000
X	20x20x10	50	8	15	120	6 000
X	23x23x10	50	5	15	75	3 750
X	26x26x10	50	5	15	75	3 750
X	29x29x10	50	4	15	60	3 000
X	32x32x10	25	6	15	90	2 250
X	40x40x10 **	25	6	8	48	1 200

** 40x10 in 2 parts.

Boxes 10 cm high : frontside opening



STANDARD DESIGN BOXES «EXCELLENCE»

RECTANGULAR BOXES WITH LID «TRIO»

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	17x11,5x5	50	12	15	180	9 000
X	17x14x6	50	11	15	165	8 250
X	20x15x5	50	12	15	180	9 000
X	20x15x7	50	10	15	150	7 500
X	23x16x7	50	7	15	105	5 250
X	26x18x8	50	6	15	90	4 500
X	30x21x8	50	6	15	90	4 500
X	35x25x7	25	6	13	78	1 950



BOXES WITH HANDLE «TRIO»

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	10x10x6 hu 10	50	24	16	384	19 200
X	17x10x6 hu 11	50	18	15	270	13 500
X	17x15x6 hu 12	50	12	15	180	9 000
X	18x18x6 hu 12	50	11	15	165	8 250



QUICK PACK TRAYS WITHOUT LID «TRIO»

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	14x10x5	100	31	11	341	34 100
X	16x11x5	100	25	11	275	27 500
X	18x12x5	100	20	11	220	22 000
X	20x13x5	100	17	11	187	18 700
X	22x14x5	100	14	11	154	15 400
X	24x15x5	100	12	11	132	13 200
X	26x16x5	100	10	11	110	11 000



UNPRINTED BOXES

SQUARE BOXES WITH LID

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	16x16x5	50	14	15	210	10 500
X	18x18x5	50	11	16	176	8 800
X	20x20x5	50	9	15	135	6 750
X	23x23x5	50	6	19	114	5 700
X	26x26x5	50	5	16	80	4 000
X	29x29x5	50	4	14	56	2 800
X	32x32x5	50	3	15	45	2 250
X	35x35x5	25	6	15	90	2 250
X	40x40x5	25	4	14	56	1 400
X	14x14x6	50	16	15	240	12 000
X	16x16x8	50	10	15	150	7 500
X	18x18x8	50	9	15	135	6 750
X	20x20x8	50	8	15	120	6 000
X	22x22x8	50	6	15	90	4 500
X	25x25x8	50	5	15	75	3 750
X	28x28x8	50	4	15	60	3 000
X	32x32x8	50	3	15	45	2 250
X	35x35x8	25	6	15	90	2 250
X	40x40x8	25	4	15	60	1 500
0	18x18x10	50	8	15	120	6 000
0	20x20x10	50	8	15	120	6 000
0	23x23x10	50	5	15	75	3 750
0	26x26x10	50	5	15	75	3 750
0	29x29x10	50	4	15	60	3 000
0	32x32x10	25	6	15	90	2 250
0	40x40x10 **	25	6	8	48	1 200
0	18x18x13	25	16	14	224	5 600
0	20x20x13	25	12	13	156	3 900
0	23x23x13	25	11	13	143	3 575
0	26x26x13	25	9	15	135	3 375
0	29x29x13	25	8	16	128	3 200
0	32x32x13	25	5	15	75	1 875

** 40x10 in 2 parts.

Boxes 10 cm high : frontside opening



UNPRINTED BOXES

RECTANGULAR BOXES WITH LID

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	17x14x6	50	11	15	165	8 250
X	20x15x7	50	10	15	150	7 500
X	23x16x7	50	7	15	105	5 250
X	26x18x8	50	6	15	90	4 500



BOXES WITH HANDLE

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	10x10x6 hu 10	50	24	16	384	19 200
X	17x10x6 hu 11	50	18	15	270	13 500
X	17x15x6 hu 12	50	12	15	180	9 000
X	18x18x6 hu 12	50	11	15	165	8 250



QUICK PACK TRAYS WITHOUT LID

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	14x10x5	100	31	11	341	34 100
X	16x11x5	100	25	11	275	27 500
X	18x12x5	100	20	11	220	22 000
X	20x13x5	100	17	11	187	18 700
X	22x14x5	100	14	11	154	15 400
X	24x15x5	100	12	11	132	13 200
X	26x16x5	100	10	11	110	11 000



MACARONS BOXES

WINDOW BOXES FOR «MACARONS» – NATURAL CARDBOARD

Order by complete sheet*	Sizes in cm	Window	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	12x11x5	7,5x6,5	50	25	15	375	18 750
0	17x11,5x5	12x6,5	50	12	15	180	9 000



MACARON CASE – BLACK BOX WITH WINDOW AND PLASTIC DIVIDER FOR 8 MACARONS

Order by complete sheet*	Sizes in cm	Window	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	23x5.5x5	7,5x6,5	100	10	7	70	7 000



ORNEMENTAL CAKE BOX

ORNEMENTAL CAKE BOXES 2 COLORS STANDARD DESIGN

Order by complete sheet*	Sizes in cm	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
X	38x38x60	10	2	10	20	200

Boxes for 20 to 25 persons



ICE CREAM BOXES

ICE CREAM BOXES WITH HANDLE "ISLAND" Polystyrene isolating complex

Order by complete sheet *	Sizes in cm	Colours	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	11,5x11,5x9 (1/2 LITRE)	PINK	25	6	15	90	2 250
0	14x14x11 (1 LITRE)	ORANGE	25	4	15	60	1 500



BOXES FOR VACHERIN "ISLAND" Polystyrene isolating complex

Order by complete sheet *	Sizes in cm	Colours	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	21x21x14	PINK	25	4	10	40	1 000
0	24x24x14	BROWN	25	4	10	40	1 000
0	27x27x14	ORANGE	25	4	10	40	1 000
0	33x33x14	BLUE	25	2	10	20	500



CONTAINERS FOR ICE CREAM

Order by complete sheet *	Sizes in cm	Colours	Pack of	Packs per sheet	Number of sheets	Packs per pallet	Total products per pallet
0	20x20x13	UNPRINTED	25	12	13	156	3 900
0	23x23x13		25	11	13	143	3 575
0	26x26x13		25	9	15	135	3 375
0	32x32x13		25	5	15	75	1 875

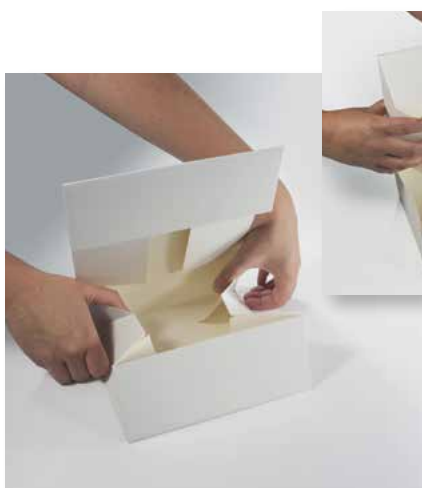


► Choose the right box adapted to the height of the pastry :

Cake height	Advised box height
< 5 cm	5 cm
≥ 5 cm et < 8 cm	8 cm
≥ 8 cm et < 10 cm	10 cm
≥ 10 cm et < 13 cm	13 cm

For higher cakes, contact us to discuss your requirements.

► How to use the box :



► Unfold and mount



► Put the cake in



► Close the lid by using notch on the front side



► Notch to raise the cover as desired

THIOLAT SAS
SALE TERMS & CONDITIONS applicable from 1 January 2017
CLAUSE 1 - AREA OF APPLICATION

These Sale Terms & Conditions are intended to define the sales procedures and conditions under which sales are made by **THIOLAT** to its clients, hereafter called "clients", including sales for export.
By agreement of both parties and unless otherwise expressly provided in writing by **THIOLAT** to its clients, our sales are always made pursuant to the conditions set out below.
These Sale Terms & Conditions therefore prevail over any conflicting Purchase Terms and Conditions.
The fact that **THIOLAT** at any time fails to enforce any clause herein does not amount to waiver of any later enforcement thereof.
Our catalogues, prospectuses, advertisements and tariffs are for information only.
Generally, any products appearing in such catalogues, prospectuses, advertisements and tariffs may not be considered as firm offers.

THIOLAT undertakes to provide products of merchantable quality, in compliance with prevailing trade standards and practice.

CLAUSE 2 - JURISDICTION OVER DISPUTES

In the event of dispute, the parties shall endeavour to reach agreement in the month following its occurrence.
In default of agreement within this period, the parties agree that any dispute arising from the conclusion or execution of contracts between **THIOLAT** and its clients shall be brought before the Courts of BLOIS (France), upon application by the most diligent party, even in the event of multiplicity of defendants or claim for counterclaim.

CLAUSE 3 - APPLICABLE LAW - LANGUAGE - CURRENCY

3.1 - Applicable law

3.1.1. By agreement between the parties, the law applicable to **THIOLAT**/client contractual relations shall be **French law** excluding the 1980 Vienna Convention on the International Sale of Goods.
3.1.2. However, this law shall only apply to contractual relations beyond the scope of these Sale Terms & Conditions.
3.1.3. Any reference to commercial terms or stipulations shall be considered as referring to terms and stipulations corresponding to the latest Incoterms published by the International Chamber of Commerce.

3.2 - Language

These Sale Terms & Conditions drafted in French shall prevail over any translation thereof.

3.3 - Currency

The means of payment, the currency of account and payment procedures are subject to French law. It is formally agreed between the parties that the currency both of payment and account shall be the EURO.

CLAUSE 4 - RESERVATION OF OWNERSHIP

4.1 - The products sold by THIOLAT shall not become the property of the client until full payment of any sum due therefrom, including those for additional services, including, where appropriate, transport costs.
Only cleared funds received by us shall amount to payment pursuant to Clause 12.1.

4.2 - The client undertakes to inform **THIOLAT** of any fact which might adversely affect its right of ownership.
4.3 - The client is authorised to sell or use products delivered by **THIOLAT** in its normal course of business. However, this will no longer apply, in the event of suspension of payment or non-payment of the price on the due date.
4.4 - Default in payment of all or any part of the price, as described in **Clause 4.1**, on the agreed due date shall entail suspension of deliveries by us and the immediate liability to pay any other outstanding sum, both for this and any other orders delivered or in course of delivery. All recovery costs, court-ordered or otherwise, shall be paid exclusively by the client, plus legal interest.
4.5 - Repossession by **THIOLAT** of products claimed shall render the client liable to make good any loss resulting from the depreciation or any non-availability of the products concerned.

In consequence thereof, the client shall pay **THIOLAT**, by way of penalty, a fixed indemnity of 15% of the ex-VAT price agreed for the products not paid for. Should termination of the contract result in **THIOLAT** owing a down payment previously received from the client, **THIOLAT** shall be entitled to set off this debt against the receivable penalty referred to above.

CLAUSE 5 - ORDERS

5.1 - Acceptance

Any placing of an order implies full and unreserved acceptance of these Sale Terms & Conditions by the client, unless otherwise expressly agreed in writing by **THIOLAT**.

Any order for specific products shall only be firm and final after confirmation thereof in writing by fax or any other data process by **THIOLAT** to its client.

5.2 - Cancellation - Modification of order

5.2.1. Specific products

Since the contract is made by despatch of the confirmation of order from **THIOLAT** to its client, pursuant to Clause 5.1, any request for cancellation of the order and/or modification of the composition and/or volume of the order placed by a client, shall only be taken into account by **THIOLAT** on the following terms:

- a) be made in writing or by fax within two days of the date of despatch of the confirmation of order;
- b) be confirmed by the client by receipted recorded delivery letter within 48 hours after despatch of the first written request defined in paragraph a). In default of confirmation, according to the procedures so defined, no request for cancellation and/or modification will be considered by **THIOLAT**;
- c) in any circumstances, this request cannot be granted if it reaches **THIOLAT** after commencement of manufacture or supply of materials specific to that order.

It is expressly agreed between the parties that cancellation or modification of an order, once the process of manufacture or supply has started, shall entail full payment for that order by the client.

Even though the procedure described above is complied with, **THIOLAT** reserves the right to refuse any modification or cancellation of the order.

5.2.2 Generic products (no production specific to the order)

Cancellation or modification of order can only be taken into account if it occurs before noon on the day before loading.

5.3. - Minimum Orders

The nature of the products marketed by **THIOLAT** and the resulting operating costs mean that **THIOLAT** can only accept orders placed by the client amounting to at least seven hundred and fifty (750) euros overall per week in Metropolitan France.

THIOLAT reserves the right to modify the minimum order as commercial requirements dictate and, in such event, any additional logistical costs shall be invoiced to the client.

5.4. - Assignment

The benefit of the order is personal to the client and may not be assigned without the agreement of **THIOLAT**.

CLAUSE 6 - DELIVERY

6.1 - Delivery shall be deemed to occur on provision of the products ordered by its client in **THIOLAT**'s premises.

6.2 - Delivery times are for information only and depend on the availability of transporters and the order of arrival of orders.

6.3 - However, **THIOLAT** will endeavour to comply with the times stated on the acceptance of order.

No failure to comply with delivery times shall give rise to payment by **THIOLAT** to the client concerned of penalties or indemnities, or to refusal of goods. No advertising costs incurred by a client shall in any circumstances be reimbursed by **THIOLAT** in the event of delayed delivery for any reason.

6.4 - Delivery times shall be suspended in the events referred to in Clause 13 below.

CLAUSE 7 - TRANSFER OF RISK

In any circumstances, the transfer of risk relating to the Products (for any damage occasioned to or by them) shall occur when the client or its agent takes possession thereof.

For products exported from France, the transfer of risk shall occur pursuant to the Incoterm appearing on the receipt for the order. In default, the Incoterm EXW applies.

CLAUSE 8 - TRANSPORT

8.1 - Reservations

Pursuant to **Article 133-3 of the French Commercial Code**, in the event of damage to and/or short delivery of products delivered by a transporter, the client shall express any reservations to the latter, and confirm them by receipted recorded delivery letter or extrajudicial deed to this transporter within three (3) days of receipt. In any circumstances, the client shall send a copy to **THIOLAT**.

8.2 - Costs

It is expressly agreed between the parties that the client shall be invoiced for the transport costs of the products ordered when they are due.

CLAUSE 9 - RECEIPT OF PRODUCTS

9.1 - Without prejudice to the provisions to be effected by the client vis-à-vis the transporter, as described in **Clause 8.1**, in the event of apparent defects or short delivery, no claim of any kind, in respect of the products delivered, shall be accepted by **THIOLAT**, unless it is made in writing, by fax or e-mail and receipted. For non-compliant products and with regard to the nature of the products whose conformity is to be verified, such claim must be made within eight (8) working days following receipt of the products by the client. After this period, no claim of any kind shall be considered as acceptable.

9.2 - It is for the client to provide any proof of the defects or short delivery alleged.

9.3 - The client shall enable **THIOLAT** directly or indirectly to make any investigations it considers appropriate.

Only **THIOLAT** or its authorised representative may carry out such investigations and verifications.

9.4 - No return of products may be made by the client without the prior express agreement in writing of **THIOLAT**, obtained by fax or e-mail. Any return shall be accompanied by a copy of the delivery note (date and number of the delivery concerned).

The cost of return shall only be borne by **THIOLAT** in the event of an apparent defect confirmed by it or its agent, subject to the information provided under **9.2**.

It is imperative, in the event of return of products, that a returns slip be prepared, bearing the following information: the reason, the dates and numbers of the order and delivery, the nature of the product and the batch number, where appropriate, and the name of the person approving the return.

Returns will only be accepted in their original packaging.

Only the transporter chosen by **THIOLAT** is authorised to effect the return of the products concerned.

9.5 - Where, after an investigation as described in **Clause 9.3** hereof, an apparent defect or short delivery is confirmed by **THIOLAT** or its agent, the client may only ask **THIOLAT** to replace the non-compliant products and/or make up a short delivery at its own expense, without the client being able to claim any indemnity or cancellation of the order.

9.6 - Unreserved receipt of the products ordered by the client shall discharge **THIOLAT** from its obligation to deliver as described in **Clause 6.1** concerning short delivery.

Claims relating to any non-compliant product shall be made pursuant to **Clause 9.1**.

9.7 - Any claim made by the client in the conditions and according to the procedures described in this clause shall not suspend payment by the client for products delivered, where no apparent defect is confirmed by **THIOLAT**, pursuant to **Clause 9.3**.

CLAUSE 10 - GUARANTEE AGAINST LATENT DEFECTS

10.1 **THIOLAT** guarantees its products pursuant to **Articles 1641 and following of the French Civil Code** for three (3) months from the date of delivery defined in **Clause 6**. No deterioration of any delivered product, after abnormal use not complying with its purpose, an accident to or modification of the product by the purchaser, is covered by the vendor's guarantee.

10.2 The guarantee will not apply in the event of an apparent defect in the products delivered whose guarantee is

described in **Clause 9**.

10.3 With regard to the guarantee against latent defects, the vendor shall only be bound, at **THIOLAT**'s option, to replace the products concerned without charge or to reimburse their price, without the client being able to claim any damages against **THIOLAT**.

10.4 Defects in and deterioration of delivered products stored in abnormal conditions by the client (humidity, temperature) are not covered by **THIOLAT**'s guarantee against latent defects.

The client undertakes to store the products delivered in an adapted location and in their original packaging.

CLAUSE 11 - PRICE

11.1 The prices of products sold by **THIOLAT** are those of the tariff in force on the date of the order.

11.2 The prices shown on tariffs, notices and catalogues or any other commercial documents are for information only and may be changed by **THIOLAT**.

11.3 **THIOLAT** reserves the right to revise its prices at any time, including if the prices of raw materials or the conditions of transport are altered. The same will apply to the existence of new taxes and in the event of tax increases. It applies to the French transport eco-tax. **THIOLAT** shall inform the client of any such change at the latest within 30 days of its implementation, provided that, in relation to taxes, the date of their implementation coincides with the date of application of such new taxes and tax increases.

11.4 The prices per quantity of our offers are applicable only if the corresponding number of products is delivered in a single delivery. In the event of any increase or reduction in the quantities, the price may be revised in consequence.

The costs of studies and manufacture referred to in offers for specific orders are provided for information only and may be increased by up to +20%. The costs of tooling, production, printing, studies and programming shall be invoiced in addition by way of participation, but shall remain in **THIOLAT**'s full ownership.

It may concern, without this list being exhaustive, prototypes or pre-series in white or proofs in colour, preparatory documents, including models, sketches, compositions, positive or negative film, photographs of any kind, reports, printing forms, cutting forms, tooling, goffering blocks, gliding irons, etc.

11.4.1 Any Europe (80x120) wooden pallet not exchanged shall be invoiced at the tariff in force.

11.5 No end of period reduction shall constitute an entitlement for the purchaser, despite any reductions previously approved and whatever their number or size, where the procedures for obtaining such reduction have not been fulfilled. They must be expressly provided by **THIOLAT** at the start of each year. Any end of period reduction promised to the purchaser shall only be applied on the express condition that all invoices for the year's deliveries and serving as a basis for calculating reductions have been paid on the agreed due dates.

THIOLAT shall therefore be entitled to claim any down payment made during the year if any payments have not been made pursuant to the above conditions. Only the ex-VAT net turnover realised in France, after any reduction, is taken into account for the allocation and calculation of reductions.

CLAUSE 12 - PAYMENT PROCEDURES

12.1 Unless otherwise agreed in writing between the client and **THIOLAT**, payment for products shall be made at the Company's registered office, according to the following procedures:

• **New client:** (client which has not worked with **THIOLAT** for more than twenty-four (24) months or client not having paid on its due dates);

- payment by bank credit transfer on order, in the event of shipment of products within ten (10) working days;

- payment by bank credit transfer or cheque on order, in the event of shipment of products in a longer period.

• **Other cases:**

- payment by bill of exchange drawn with or without acceptance, by promissory note, cheque or bank credit transfer at sixty (60) days from date of invoice.

Bank drafts with acceptance or promissory notes must be returned to **THIOLAT** within fifteen (15) days of receipt.

In the case of a letter of credit: the client shall, on request from **THIOLAT**, on receipt of the order, arrange for a reputable bank to issue an irrevocable letter of credit calculated in favour of **THIOLAT**, in accordance with the professional practice rules for letters of credit published by the International Chamber of Commerce.

12.2 Suspension

In the event of total non-payment of an invoice on its due date, after formal notice to pay has remained unsatisfied, **THIOLAT** reserves the right to suspend any current and/or future delivery.

12.3 Early payment

Should commercial information obtained by **THIOLAT** disclose doubtful solvency on the part of the client and/or should the client provide **THIOLAT** with false information concerning its reputation, solvency, juridical and/or commercial structure, **THIOLAT** reserves the right to request the client to make full payment with order for any orders placed by the client and not to grant any discount and/or rebate, unless the client provides sufficient security, such as a bank guarantee.

In the event of refusal of such payment by the client, without sufficient security being offered to **THIOLAT** thereby, **THIOLAT** may refuse to honour any order(s) placed or to deliver the products concerned, without the client being entitled to any compensation.

12.4 Refusal of order

Where a client places an order with **THIOLAT**, without having paid on the due dates agreed for any prior order, **THIOLAT** may refuse to honour the order placed or to deliver the products concerned, without the client being entitled to any compensation.

12.5 Non-payment - Penalties

Non-payment, under these Sale Terms & Conditions, means any sum not cleared for payment on the due date, pursuant to **Clause 12.1**.

Any sum unpaid on the due date shall automatically require payment by the client of penalties, pursuant to **Article L 441-6 of the French Commercial Code**. These penalties are fixed at 3 times the applicable official interest rate, per month's delay, with a minimum of €150, plus a fixed recovery fee of €40. Any month started is owed.

THIOLAT further reserves the right to apply to the **Commercial Court of BLOIS** (France) for an order that a daily penalty be imposed until payment.

In the event of a dispute between **THIOLAT** and the client over one or more line(s) of the invoice received by it, the client must pay any undisputed sums in full on their due dates.

In default, the penalties stipulated in this clause shall be automatically applied. The client shall be exclusively liable for all the court or other legal costs incurred for recovery of the receivables or for the application of these penalties, plus compensation of twenty percent (20%) of the receivable.

In addition, non-payment of invoices on their due dates shall entail the loss of any reductions approved for and/or granted to the client.

12.6 The parties expressly agree that any reciprocal debts or receivables in principal between them, in their commercial relationship, shall serve as mutual guarantees subject to set-off between them, even if the conditions required by law for legal set-off are not fulfilled. Invoices for penalties are excluded from such set-off.

12.7 Where a request for deferment of a due date is, exceptionally, approved by **SAS THIOLAT**, it shall bear agreed interest at the official interest rate increased by 5 points.

12.8 For any payment within eight (8) days of the date of invoice, a discount of point fifty percent (0.50%) shall be granted.

CLAUSE 13 - OTHER ASPECTS OF THE CLIENT RELATIONSHIP

Summarising agreement: If the client has drafted a summarising agreement, it guarantees that its content complies with prevailing law.

Penalties of any kind: Any client wishing to impose penalties on **THIOLAT** shall enclose with its invoice and the protocol of agreement any contractual provision (including the method of calculation) accepted by us and any irrefutable proof unreservedly supporting such penalty (including a copy of the delivery notes duly initialised by our transporter and the client for the period concerned). In the event of an incomplete dossier or any error identified by us (one or more lines of inapplicable or erroneous penalties, etc.), the whole invoice shall be rejected and the client informed thereof by e-mail. In this event, the client's receivable cannot be considered as certain, liquidated and payable, preventing any set-off between reciprocal receivables. Furthermore, the client shall be liable for the entire administrative cost of processing the penalty dossier at an hourly rate of €90 ex-VAT. Only penalties complying with these provisions and accepted by us may be claimed.

Claims: No claim for any receivable of the client from **THIOLAT** concerning a sale, price concession, year-end rebate or service can be accepted, if it is presented more than 12 months after the said receivable became due.

CLAUSE 14 - FORCE MAJEURE

Events of *force majeure*, discharging the vendor from its obligation to deliver in the period initially provided, include: strikes by all or some of the personnel of the Company or its usual transporters, fire, flood, war, production stoppages and the impossibility of obtaining raw materials.

Should such event occur, **THIOLAT** shall advise the client in writing, including by fax, within seven (7) working days from the date of its occurrence, the contract between the Company and the client being then automatically suspended without compensation as from the date of its occurrence.

If the event exceeds sixty (60) days from the date of its occurrence, the contract of sale concluded between **THIOLAT** and its client may be terminated by receipted recorded delivery letter by the most diligent party, without any party being entitled to damages.

Such termination shall take effect on the date of first presentation of the receipted recorded delivery letter terminating the contract.

CLAUSE 15 - INDUSTRIAL AND/OR INTELLECTUAL PROPERTY

Generally, no licence, patent or information concerning industrial and/or intellectual property is approved, promised or anticipated by any party to the agreement. Drawings and photographs shall remain the property of **THIOLAT**, even if the client has contributed to financing their creation. The client shall therefore refrain from infringing **THIOLAT**'s rights under pain of legal proceedings.

Furthermore, the client shall ensure that it is fully entitled to any industrial and/or intellectual property rights concerning the work commissioned (printing, reproduction, etc.). In any circumstances, **THIOLAT** shall not be liable in respect thereof and, in the event of legal action, the client shall indemnify **THIOLAT** against any consequences thereof.

CLAUSE 16 - TOLERANCES

Printing: Printing shall be done in accordance with the internationally recognised printing standards and any tolerances agreed. Proofs, texts and barcodes must be approved by the client. No production realised in accordance with these standards may give rise to any claim.

Quantity: Tolerances relating to quantities delivered depend on the requirements appropriate to each job in terms of quantity, material, type of production, format, etc. The percentage tolerance shall be 10%.

CLAUSE 17 - PERIOD FOR RETENTION OF DOSSIERS AND PROGRAMMES

THIOLAT shall retain any items required for the manufacture of a specific order for two (2) years from its last delivery; after this period, **THIOLAT** may destroy these documents.

CLAUSE 18 - CONFIDENTIALITY

Confidential information includes, without limitation, descriptions, documentation, innovations and incidentals relating to the sale of the product. The client undertakes to comply with the following rules concerning confidential information:

- not to use any confidential information for its own purposes and refrain from assisting any other individual or legal entity to use such information for its benefit;

- not to make any copy of the confidential information for its own purposes nor authorise any person to do so.

CLAUSE 19 - ADDRESS FOR SERVICE OF DOCUMENTS

THIOLAT nominates its address for service of documents at its registered office: 5 rue Roger Dion - 41000 BLOIS (France).



Your satisfaction is our priority's teams



Blois - France