

ZRE1 **Courrier**
Document date 22.09.2025

PLEASE REPEAT FWING REF. WITH PAYMENT

Invoice Nr. 725930289	Account Nr. 2033353	Your V.A.T Nr.
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DELIVERED CUSTOMER

LEONI WIRING SYST PARAGUAY S.R.L.
VAT NUMBER 80080122-9

Account Nr.
2033353

Unloading point

JUAN PABLO OCAMPOS ESQUINA SAN IDIDRO
2160 SAN LORENZO Paraguay
V.A.T Nr.

INVOICING ADDRESS

LEONI WIRING SYST PARAGUAY S.R.L.
VAT NUMBER 80080122-9
JUAN PABLO OCAMPOS ESQUINA SAN IDIDRO
2160 SAN LORENZO Paraguay

TRANSIT

Empty transit box

ARAYMOND Supplier Nr. : 2190	Incoterms : DAP SAN LORENZO	Customer order Nr. : samples	of : 22.09.2025
Order acknowledgment Nr. 8143440	Terms of payment 60 days from end of month		
Bank Details Societe Generale	Swift SOGEFRPPXXX	IBAN FR7630003009990002009895483	

Item Nr. Customer Ref. HS code	Description / Customer description Customer order N° + RAN N°	Delivered quantity	Discount Increase	Unit Price	Unit	UQ	Amount
Numero RUC 800801229							
700010030 220461000/P00126722 39269097	Prototype sample plastic/ass samples	200					
700010030 214276000/P00126723 39269097	Prototype sample plastic/ass samples	200					Value for Customs purpose only 5,00
							Value for Customs purpose only 5,00
							Total Value for Customs purpose only 10,00

ARaymond®
ARAYMOND France SAS
113, cours Berriat - BP 157
38019 Grenoble Cedex 1 - France
Tel : +33 4 76 33 49 49
SAS au capital 4 600 000 €
RCS Grenoble 352 948 434

Discount basis	Discount %	Discount	V.A.T Basis	V.A.T %	V.A.T	AMOUNT	CURRENCY
0,00	0,00	0,00	0,00	0,00	0,00	0,00	EUR
Total amount			0,00	0,00	0,00	0,00	
Deposits paid			0,00	0,00	0,00	0,00	
Remaining to be paid			0,00	0,00	0,00	0,00	

Payment due date	Delivery note Nr	Delivery note date	Net weight	Gross weight
30.11.2025	95140537	22.09.2025	9,43	11,29
Mode of transport		Forwarding agent		
Five days Route		DHL EXPRESS		

If a discount for cash is made, a deduction therefore shall be made from our taxable sales figure: hence, the V.A.T amount deductible by you should be decreased by the amount relating to the cash discount.
VAT paid on debits

Refer to our general terms and conditions of sale and passing of title of products. Shown on reverse side.
Any delay in payments within due date shall automatically entitle ARaymond to obtain from the Client a fixed sum of EUR 40 as compensation for recovery costs (art. L 441-6 and D 441-5 Commercial Code). In addition, any delay in payments will automatically entitle A Raymond to the application of interests which shall equal to, at least, three times the French legal interest rate.
ARAYMOND France - SAS au capital de 4.600.000 Euros - 1, rue Louis Besançon - 38120 SAINT EGREVE - FRANCE
Tél : 00 33 (0)4 76 33 49 49 - www.araymond.com
R.C.S Grenoble B 352 948 434 - N°Identification TVA FR 07 352 948 434 - SIRET 352 948 434 000 35 - NAF 287N - EORI FR35294843400035

Tous les règlements sont à adresser directement à ARAYMOND France, GRENOBLE.

All payments to be made to ARAYMOND France,

GENERAL TERMS AND CONDITIONS OF ARAYMOND France

Alle Zahlungen sind an die Firma ARAYMOND France, GRENOBLE zu leisten

1 - General information 1 - General information

These General Terms and Conditions apply to the contractual relationship between the supplier ARAYMOND France (hereinafter "Supplier" or ARAYMOND France) and the client company (hereinafter "Client"). The present General Terms and Conditions including its accessories, The Client Quality Agreement and Client Logistics Agreement, are governed by sales law when they apply to the supply of standard products. They are governed by the law of the services contract and, if applicable, by the law of subcontract, when they apply to the manufacture of a product on the basis of the PPAP (Part Production Approval Process). PPAP means: (i) all of the Buyer's written requirements duly accepted by ARAYMOND France relating to the Product, (ii) the ARAYMOND France document validated by the Buyer containing the characteristics defined as functional with indication of the measurement and testing resources used. The Client's general terms and conditions expressly agreed by ARAYMOND France can apply in addition to the present General Terms and Conditions and the Particular Conditions, insofar as these Client's general terms and conditions are not in contradiction with these ones and comply with contract law and competition law. The present General Terms and Conditions apply to all contracts, all orders and all open orders. To fulfil the Client's requirements, it is frequent that ARAYMOND France must accept terms and conditions, even though ARAYMOND France does not know these terms and conditions. It is expressly agreed that all references to Client's documents on any documents, including on an internet site, referring to another document, shall not be agreed by ARAYMOND France without its written and prior agreement. Any derogation to the present General Terms and Conditions shall be confirmed in writing. The term "writing" means any document drawn up on any paper, electronics medium or by fax. Conversely any order or any acceptance of the Products constitutes full and entire acceptance of these General terms and all the terms of the ARAYMOND France offer including the PPAP.

2 - The contract's scope of application

The following documents are part of the contract in the order shown below:

(i) The present General Terms and Conditions, (ii) Client Quality Agreement of ARAYMOND France (iii) Client Logistics Agreement, (iv) The Offer accepted by any means, in particular by acknowledgment of receipt, (v) The PPAP completing the present General Terms and Conditions, (vi) The delivery order, (vii) The invoice.

The following documents are not part of the contract: documents, catalogues, advertising, "Written" fees not mentioned and not expressly agreed by the Parties in the particular conditions.

3 - Method used to place orders

The contract is only valid after express agreement of the order by ARAYMOND France in the event that this order will have different terms from the Offer. The order shall be accepted by any written means. Any order expressly accepted by ARAYMOND France, whether closed or open, will be deemed to entail the Client's acceptance of ARAYMOND France's offer. Any order strictly in conformity with the Offer could not be the subject of confirmation and will de facto be regarded as accepted. Any request of the Client to recover his orders via a portal or any other means shall be subject to the agreement of ARAYMOND France. In any event, even though ARAYMOND France would have accepted this practice, the Client will have to make sure that ARAYMOND France recovered the aforementioned orders. In this respect, in the absence of verification by the Client, ARAYMOND France will not be held liable.

3.1 - Closed order

The closed order specifies the quantities, prices and timeframes in a closed manner.

3.2 - Open order and Program of delivery

Without prejudice to the conditions defined in article 1174 of the Civil Code, the open order must satisfy the following conditions:

- It is limited in time by the agreed timeframe; and
 - It defines the product's characteristics and prices; and
 - Minimum and maximum quantities and execution timeframes are stipulated at the time of the open order's conclusion; and
 - The pace of delivery orders defines quantities and timeframes that fall within the scope of the open order.
- If the corrections to the forecasted estimates expressed by the Client deviate of more than 20% upward or downward, of the amount of the said estimates, ARAYMOND France evaluates the consequences of these variations. In the event of a variation whether upward or downward, the parties must meet to find a solution to the consequences of this variation, which could modify the contract's balance to ARAYMOND France's detriment. In the event of variation upward, ARAYMOND France will make all its efforts to fulfil the request of the Client within quantities and times compatible with its capabilities (production, transport, subcontracting, human capabilities, financial capabilities etc).

3.3 - Amendment of the orders

Any modification to the contract requested by the Client is conditional upon ARAYMOND France's express acceptance.

3.4 - Cancellation of order

The order expresses the Client's irrevocable consent; the Client cannot cancel such order without the prior and express consent of ARAYMOND France. In this case, the Client shall indemnify ARAYMOND France for all of the expenses incurred (in particular specific equipment, research's costs, labour's and supplying's expenses, tooling) and for all direct and indirect consequences resulting therefrom. In addition, the deposit already paid shall remain at ARAYMOND France.

4 - The order's preparatory and ancillary work

4.1 - Plans, researches, descriptions

All the technical plans, descriptions, documents or quotations given to the Client are communicated within the framework of a loan for use whose purpose is the evaluation and the discussion of the commercial offer of ARAYMOND France. They will not be used by the Client for any other purposes. ARAYMOND France keeps all of the material and intellectual property rights on the documents loaned. These documents shall be sent back to ARAYMOND France upon first request of A.RAYMOND France.

4.2 - Handing-over of samples

The samples or prototypes transmitted to the Client are covered by a strict confidentiality. Samples may only be furnished to a third party with ARAYMOND France's express authorisation.

4.3 - Conservation of tooling

The expenses incurred by ARAYMOND France for the research, the creation of tooling and the adjustment of manufacture shall be the subject of the Client's financial participation. Tools which are designed by A.RAYMOND and adjusted to its methods and its equipment shall remain ARAYMOND France sole property. The Client's participation in tooling expense shall not entail any transfer of material or intellectual property rights or know-how.

5 - Characteristics and status of products ordered

5.1 - Destination of the products

The delivered products shall comply with the PPAP at the time of delivery in accordance with the Incoterms (see Article 7.5 - Reception) and with the technical regulation and the technical standards as mentioned in the PPAP. The Client is responsible for ensuring that the product is used in normal foreseeable conditions of use and in accordance with safety and environmental legislation in effect at the place of use, as well as with industry practice. Unless express provision mentioned on the product, the delivered product shall not be intended to be put in contact with the fuel supply, or to enter an explosive atmosphere.

5.2 - Packing of the products

Packages not consigned shall not be taken back by ARAYMOND France. The Client undertakes to dispose of packages in accordance with local environmental legislation.

5.3 - Transmission of the information concerning the product

The Client undertakes to transmit to any sub-buyer any information that is useful to using the product. ARAYMOND France shall be responsible for the product's traceability, up to the date of delivery to the Client.

6 - Intellectual property and confidentiality

6.1 - Intellectual property and know-how of the documents and the products

All intellectual property rights and the know-how incorporated in the documents transmitted, the products delivered and the services provided shall remain ARAYMOND France's exclusive property. Any transfer of intellectual property right or know-how shall be the subject of an agreement with ARAYMOND France. Only A.RAYMOND shall have the right to use its know-how and the results of its own development's and research's works. The handing-over by ARAYMOND France of plans or technical documents shall not involve transfer to the Client of their property or of the rights, which are attached to these plans and documents. They are given as loan for use and shall be sent back to ARAYMOND France upon first request by ARAYMOND France or at the end of the contract. Any clause of the Client stipulating the automatic transfer of rights to the Client as a consequence of a business relationship or a supply shall be regarded as not written.

6.2 - Confidentiality

The parties enter into with one another a general obligation of confidentiality concerning the components (documents on any media whatsoever, discussion reports, plans, exchanges of computerised data, etc.) exchanged within the framework of the contract preparation and implementation. However the following information shall not be subject of an obligation of confidentiality:

- Information belonging to the public domain at the time of the conclusion of the contract
- All information that is already lawfully known by a Party prior to the conclusion of the contract, or prior to the preliminary works to the conclusion of the contract. These stipulations shall not impede ARAYMOND France's option to use its know-how and its own technology developed during the contract, in the absence of a specific agreement concluded between the parties. These provisions shall not impede ARAYMOND France's option to protect his achievements.

6.3 - Guarantee in the event of infringement

The Client guarantees that at the time of the handing over of plans and of the specifications and this until the order, their usage conditions will not be based on the intellectual property rights or know-how held by a third party. He guarantees that he can use it freely without infringing a contractual or legal obligation. The Client shall hold ARAYMOND France harmless from direct or indirect consequences of any civil liability proceedings or criminal liability proceedings resulting from infringement or unfair competition proceedings.

7 - Delivery, transport, inspection and acceptance of products

7.1 - Delivery timeframe

The delivery timeframe shall commence as of the latest of the following dates:

- the date of the order's acknowledgment of receipt,
- the date of receipt of all of the materials, equipment, tools, and execution details due by the Client,
- the fulfilment date of prior contractual or legal obligations due by the Client.

The agreed delivery timeframe is an important element which is specified in the Offer. However, timeframes stipulated are given for information purposes only and can be reconsidered if circumstances that are beyond ARAYMOND France's control occur.

7.2 - Delivery terms

The risks are transferred to the Client upon delivery (Legal Acceptance), without prejudice to ARAYMOND France's right to rely on the benefit of the reservation of title clause or to make use of its right of retention. The delivery is carried out in accordance with the Incoterms (INCOTERMS 2020). In the event that the Client has the initiative of the transport and bears the transport's cost, the Client shall be responsible for all financial consequences for direct action of the carrier against ARAYMOND France.

7.3 - Transport, customs, insurance

Unless otherwise agreed, all operations involving transport, insurance, customs, maintenance, and bringing to the site shall be carried out and paid by the Client, at its own risk. The Client shall be responsible for the Legal Acceptance and for exercising, if need be, remedies against carriers, even if shipping has been done carriage free.

7.4 - Checking of the products

The Client must, at its expense and under its responsibility, check or make check the product's conformity to the PPAP Drawing at the delivery time.

7.5 - Reception

The Client is required to carry out the Legal Acceptance of the Products by which it acknowledges said Product's conformity to the PPAP Drawing. The Legal Acceptance is deemed as recognition of the absence of visible defects.

7.6 - Handling and storage

The Client shall respect the recommendations relating to storage and handling including, but not limited to, reconditioning of pallets, change of conditioning by the non-utilization of the products fallen on the ground, or the inventory turnover to ensure the availability of the last index in force of the modification of the Products.

8 - Case of hardship and force majeure

8.1 - Clause of hardship

The Parties recognize that the ARAYMOND France Offer constitutes a reasonable and equitable basis of their co-operation. If the data on which this contract is based are modified with the result that ARAYMOND France encounters serious and unforeseeable difficulties, then ARAYMOND France, after prior written notification, will make the adjustments, which are necessary in consequence of the circumstances and which were not reasonably foreseeable at the time of the Offer, in order for the contract to be balanced.

8.2 - Force majeure

The occurrence of an event of force majeure will lead to the suspension of ARAYMOND France's obligations with regard to the Client. However ARAYMOND France will inform the Client as soon as possible of the occurrence of a case of force majeure. ARAYMOND France will endeavour to remedy the situation, which has thus arisen, as soon as reasonably possible. It is expressly agreed that the Parties shall meet in order to agree as to the postponement of ARAYMOND France's obligations, which are affected by the event of force majeure, and to the rescheduling of the instalment schedule. Should this event continue for a period longer than 10 calendar days, and in the absence of an agreement 15 days following notice of the occurrence of the event of force majeure, either Party may terminate the contract without prior notice. Pursuant to this contract, it is expressly agreed that events of force majeure shall be, in particular: the occurrence of incidents, as upheld by effective legislation or by case law, but also strikes or other blocking labour unrest, paralysing bad weather, blocking road accidents or incidents, fires, shortage of raw materials, increase in raw material's prices or generally, the fact, in spite of all due care taken, of not being able to make the delivery in accordance with the instalment dates as a result of a ban on, or non-receipt, of carriage authorisations by the relevant authorities for all the plants concerned by the issuance.

9 - Establishment of the price

The prices are indicated in the Offer. They are invoiced in the Offer's conditions. The price corresponds exclusively to the products and services specified in the Offer. The payments are made in Euros unless specific provisions in the contract.

10 - Payment

10.1 - Terms of payment

Unless otherwise expressly agreed in a specific agreement, payments are made by the 45th day end of the month following the date of invoicing. As a reminder, the applicable law prohibits any negotiation of compensation due to the change of payment term. Any clause or request to fix or to obtain a payment timeframe exceeding this fourteen five (45)-day period which represents common practice in the mechanical industries, and unless objective reason, explained by the Client, may be considered as excessive pursuant to Article L. 442 of the Commercial Code, resulting from the law n° 2001-420 of May 15th, 2001 and the European directive 2000/35 EC of June 29th, 2000. The dates of payment agreed upon in the contract shall never be unilaterally reconsidered by the Client for whatever reasons, even in the event of litigation. The advance payments are made without discount, unless otherwise agreed in a specific agreement. The minimum invoice amount shall be of 600 € H.T..

10.2 - Delay of payment

Any delay in payments will automatically entitle ARAYMOND France to the application of interests which shall equal to, at least, three times the French legal interest rate. Any delay in payments within due date shall automatically entitle ARAYMOND France to obtain from the Client a fixed sum of EUR 40 as compensation for recovery costs and, at ARAYMOND France's sole discretion, may lead to the termination of the contractual term, the totality of the sums due becoming immediately payable. In addition, ARAYMOND France shall be entitled to obtain reasonable compensation from the Customer for any recovery costs exceeding that fixed sum and incurred due to the customers late payment. The fact for ARAYMOND France to claim one and/or the other of these provisions does not waive ARAYMOND France's right to implement the clause of reservation of title stipulated in article 10.6.

10.3 - Modification of Client's situation

In the event of deterioration of the Client's situation noticed by a financial institution and attested by a significant delay in payments or when the financial position differs appreciably from the given data, the delivery will have place only in consideration of renegotiated terms of payment.

In the event of delay in payments, ARAYMOND France has a right of retention on the manufactured products and its accessories.

In the event of sale, of transfer, of handing-over in security or in the event of capital invested of his goodwill, or of a significant part of his assets or of his material by the Client, also in the event that the bill did not return with acceptance within the seven days following its sending, ARAYMOND France reserves the right without injunction:

- to pronounce the termination of the contractual term and consequently the immediate payability of the sums still due
- to suspend all shipments
- to note on the one hand the annulment of all the current contracts and to practice on the other hand the retention of the received down payments, the held tooling and parts, until the determination of the possible indemnity.

10.4 - Compensation of the payments

The Client undertakes not to engage into any illicit debiting or crediting or not to invoice ARAYMOND France for any amount that has not been expressly acknowledged by the latter as being its responsibility. Any automatic debit shall constitute an outstanding payment and shall give rise to the application of the provisions of Article 10.2 with respect to delay in payments.

10.5 - Legal warranty of payment in the event of subcontract

When the contract concluded is part of a series of service contracts pursuant to the law n°75-1334 of December 31th, 1975, the Client shall be legally obligated to have ARAYMOND France accepted by its own ordering party. The Client is also obligated to have the ordering party accept the ARAYMOND France's payment terms.

If the ordering party is not the final client, the client undertakes to require compliance with the formalities of the law of 1975.

In accordance with article 3 of the law of 1975, the lack of presentation or approval shall lead to the impossibility for the Client to claim the contract against ARAYMOND France; this impossibility aims in particular for the calling into question relative to the possible defects of conformity with the specification. However, pursuant to the said article, the Client is responsible to the subcontractor for fulfilling his contractual obligations.

Under the present General Terms and Conditions, the law of 1975 is regarded as a law of police applicable via the Client to the foreign final customers.

10.6 - Reservation of title

ARAYMOND France keeps full ownership of the properties that are the subject of the contract until the effective payment of the entire price in principal and ancillary amounts. The non-payment of any of the due date could lead to the claim of these products. However, as of delivery, the Client assumes liability for any damages that these properties could suffer or cause.

11 - Responsibility/Liability

11.1 - Definition of ARAYMOND France's liability

ARAYMOND France's responsibility is strictly limited to complying with the PPAP Drawing. Indeed, the Client, as a professional in his field of competency, shall be able to define with precision the specifications according to his own industrial data or data of his clients and consequently shall be able to appreciate that the PPAP fully corresponds to its expectations.

ARAYMOND France shall not be liable

- for defects resulting from materials furnished by the Client,
- for defects resulting from design carried out or recommended by the Client,
- for defects that result partially or completely from normal wear and tear of the product, damages or accidents attributable to the Client or to a third party,
- in the case of abnormal or atypical use or use that is inconsistent with the product's intended use, industry practice, or ARAYMOND France's advice or recommendations,
- in case of loss of traceability of the product by the Client.

11.2 - Limitation of ARAYMOND France's liability

ARAYMOND France's liability shall be limited to direct material damages caused to the Client that result from fault attributable to ARAYMOND France in implementing the contract. ARAYMOND France shall not be required to compensate harmful consequences due to the faults of the Client or of third parties in connection with the implementation of the contract.

ARAYMOND France shall not be liable for damages resulting from the Client's use of technical documents, information or data from the Client or imposed by the latter. Under no circumstances will ARAYMOND France be required to compensate immaterial or indirect damages, included but not limited to: losses in productivity, losses of chance, losses of benefit, commercial damage, shortfall. If penalties and compensations planned were agreed by mutual agreement, these penalties and compensations have the value of fixed compensation, are in full discharge and are exclusive of any other sanction or compensation.

ARAYMOND France's civil liability, all causes taken together except for personal injuries and for gross misconduct liability, is limited to the amount of the selling price of the batch to which belongs the non-conform product. The Client guarantees waiver of remedy by its issuers or third parties in a contractual relationship with it, against ARAYMOND France or its insurers that is above and beyond the aforementioned limits and exclusions.

12 - Amicable resolution of disputes

The parties undertake to attempt to resolve their disputes amicably prior to refer to the court with jurisdiction. The negotiation must be transcribed in writing. In the event of a technical dispute concerning ARAYMOND France's products or work and for which the parties fail to reach an amicable agreement, the parties agree to implement a "codified amicable expert" examination procedure so as to obtain an expert's opinion in accordance with the regulations of the so called "Commission nationale des ingénieurs diplômés experts près les cours judiciaires et administratives d'appeal" (Cnicedca)

13 - Applicable law - Attribution of jurisdiction

In the absence of amicable agreement, it is expressly agreed that any dispute relating to the contract shall be subjected to the French law and shall be of the exclusive competence of the commercial court of Grenoble, even in the event of appeal and of plurality of defendants.

14 - Severability clause

In the event that any clause of these Terms and Conditions or other elements of the contract should be or become invalid this shall not affect the validity of the remaining clauses.