

# GENERAL CONDITIONS OF SALE 2023

## PMS INDUSTRIE

Simplified Joint Stock Company with capital of 400 000 euros – BP 49 – 25250 RANG  
331 842 906 RCS Besançon - VAT FR76 331 842 906

### Article 1 General

These General Conditions are applicable to all agreements concluded by Pms Industrie (hereinafter referred to as: "Pms Industrie") with third parties (hereinafter referred to as: the "client").

The trading conditions of the client are not accepted by Pms Industrie.

### Article 2 Offers

Quotations made by Pms Industrie are without obligation and are based on data, drawings et cetera provided by the client, if any.

Quotations are valid for 15 days.

The prices stated by Pms Industrie are based on the price determining factors valid at the time of the quotation, including government levies and wages, calculated according to the usual working times adhered to by Pms Industrie. If one or more of these cost price factor changes before the offer is accepted, - including changes due to fluctuations in the exchange rate of foreign currency - even if this is a result of foreseeable circumstances, Pms Industrie is entitled to modify the price quoted accordingly. Pms Industrie will inform the client accordingly in that case.

### Article 3 Agreements

Orders will only become valid after they have been confirmed in writing by Pms Industrie, i.e. by a document signed by both parties, or by letter, fax, e-mail, or any other instrument as agreed by both parties.

All drawings, calculations, plans, systems, stamps and moulds, methods and other data will remain the property of Pms Industrie and may not be disclosed to third parties by the client without the prior written permission of Pms Industrie.

Price increases caused by production activities being delayed and/or made more difficult through no fault of Pms Industrie or as a result of an increase in one or more cost price factors, even if such increase has occurred due to foreseeable circumstances, or as a result of government regulations coming into force, will be for the account of the client.

The client will be entitled to make modifications to the goods to be delivered after the conclusion of the agreement as well, but these will only be implemented if Pms Industrie judges that the production process so allows and provided that the client has stated in writing that he will pay all extra costs associated therewith.

### Article 4 Prices and Payment

The prices quoted by Pms Industrie in catalogues, price lists, et cetera are without obligation and may be modified without prior notification. Prices do not include turnover tax and are based on "ex works" Incoterms current on the date of the quotation.

All amounts due are payable within 30 days of the date of the invoice, unless agreed otherwise. Claims for a reduction or settlement will not be accepted. Any costs in connection with effecting payments via banks, conversion of currency, credit costs, etc. are at all times for the account of the client.

In the event of late payment the client owes interest, as from the due date of the invoice, equal to 3 points above the percentage of the current statutory interest in France, while Pms Industrie will be entitled to suspend the fulfillment of its obligations by the amount of time by which the payment has been delayed.

Once Pms Industrie has passed on its claim for collection by third parties, the client will owe extra judicial costs of 15% over and above the amount due, including interest, without prejudice to the costs which the client is required to pay by law.

### Article 5 Delivery

The delivery time begins as from the latest of the following dates:

- the day of signing of Pms Industries' written order confirmation;
- the date of receipt of the installment due under the order;
- the date of receipt of the technical data, documents and/or securities to be provided to Pms Industrie by the client.

Exceeding the delivery date does not entitle the client to compensation nor give it the right to demand cancellation of the agreement or to suspend fulfillment of its own obligations.

### Article 6 Risk and Retention of Title

The risk with regard to damage, theft, loss, etc. of the products passes to the client at the moment when the products are delivered at the client.

The ownership of the products manufactured by Pms Industrie and delivered to the client will be transferred to the client once he has paid all that Pms Industrie is owed in respect of deliveries or services, including the interest and costs, or once he has provided satisfactory security for the fulfillment of his obligations. For as long as this is not the case Pms Industrie will remain entitled to repossess the products it has delivered. All costs connected therewith will be for the account of the client. The client is not entitled to deliver products to third parties that have not been paid for, except in the normal course of business.

### Article 7 Security

Notwithstanding the agreed conditions of payment, Pms Industrie will be entitled at all times to demand security from the client for the fulfillment of his obligations before commencing delivery or before continuing a delivery that has already commenced.

### Article 8 Guarantee and Complaints

Pms Industrie guarantees that the products it sells and delivers meet the specifications applicable to these products, as stated in the Pms Industrie

catalogue. Only specifications expressly agreed in writing apply to products not included in the Pms Industrie catalogue.

Defects caused by normal wear and tear, inappropriate and/or improper use, or insufficient maintenance, will in no event be covered by the guarantee.

The client is obliged to inspect the goods delivered - or have them inspected - immediately upon arrival. Complaints regarding the quality or quantity, or other deviations and/or damage must be submitted by the client in detail to Pms Industrie within 14 days of receipt of the goods, in writing, by post, telex, fax or e-mail. Complaints will no longer be accepted once the client has processed the delivered products or has them delivered to third parties.

Should Pms Industrie consider a complaint to be well-founded, it is only obliged to replace the defective product free of charge; Pms Industrie will in no event be obliged to compensate any consequential loss or damage suffered by the client, howsoever named.

### Article 9 Non-attributable Failure

Where the non-fulfillment of an agreement by Pms Industrie is caused by circumstances beyond the control of Pms Industrie - even though such circumstances could have been foreseen at the time when the agreement was concluded - such as war or kindred risks, terrorism, mobilisation, revolt, strike, sit-ins or blockades, boycotts, disruptions in public utilities, government measures, and shortcoming by suppliers, the consequences will not be attributed to Pms Industrie. In such cases the parties will consult in order to agree a possible adjustment or suspension of the agreement. If no consensus is reached and it is no longer possible to perform the agreement, the agreement may be cancelled by either party.

### Article 10 Liability for Damage

Pms Industrie will compensate any damage suffered by the Client, provided the client is able to prove that the damage is caused by a defect in a product supplied by Pms Industrie. Financial loss, such as loss of profit, lost earnings, costs in connection with delays in or interruption of the production or any other consequential loss will in no event be eligible for compensation save in the event of deliberate intent or recklessness on the part of Pms Industrie.

Damage to goods belonging to the client and personal injury will be compensated to a maximum of the amount for which Pms Industrie receives compensation from its insurer.

The client will indemnify Pms Industrie against all third-party claims in connection with products supplied to the client by Pms Industrie, save where such loss is for the account of Pms Industrie by agreement.

Pms Industrie accepts no liability whatsoever for any advice it provides without express agreement, save in the event of deliberate intent or recklessness on the part of Pms Industrie.

All claims for compensation will lapse after 5 years, as from the date when the client has become aware of the loss.

### Article 11 Cancellation

Should the client wish to cancel an agreement, giving reasons, he will be obliged to purchase all goods ordered and/or already wholly or partially processed by Pms Industrie, at the agreed price and to pay Pms Industrie a compensation equal to 15% of the amount of the order, plus exchange loss, if any, on the part of Pms Industrie.

### Article 12 Taxes

All taxes and duties imposed on Pms Industrie in the case of export, including import duties, are for the account of the client.

### Article 13 Intellectual Property Rights

The client will indemnify Pms Industrie against all third-party claims arising from the alleged violation of any intellectual property rights these third parties are entitled to.

The client is not allowed to use the trade name and the brand or designation "PMS INDUSTRIE" for its own business activities or to associate these with other than "PMS INDUSTRIE" products, without the written permission of Pms Industrie. Furthermore the client undertakes to inform Pms Industrie immediately of any infringement by third parties of this trade name or brand.

### Article 14 Termination

In the event that the client is declared bankrupt, his goods are attached, the client applies for a moratorium or fails to fulfill any obligation towards Pms Industrie, Pms Industrie will be entitled to terminate any agreement concluded with the client that has not yet been performed or not fully, by a statement in writing.

### Article 15 Applicable Law; Disputes

All agreements with Pms Industrie are governed exclusively by French Law. The provisions of the Vienna Sales Convention (CISG) are expressly excluded. Disputes arising from any agreement concluded with Pms Industrie will be submitted to the judgment of the Commercial Court of Besançon.