

## GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

### **1- SCOPE OF APPLICATION**

These general sales conditions apply to all contracts entered between PSI-INDUSTRIES, hereinafter called the "Supplier", and their customers, hereinafter individually referred to as the "Customer", regardless of any other clauses included in the Customer's

documents, in particular their general terms and conditions of purchase, and concerning all products sold by the Supplier.

In accordance with article L441-1 of the French Commercial Code, they constitute the sole basis of commercial negotiation.

### **2 – STUDIES AND PROJECTS – CONFIDENTIALITY**

Studies, projects, plans and documents of all nature delivered by the Supplier remain their property in entirety and may not be communicated or executed without their specific consent. They will be returned upon first request. They are protected by the laws of business secrecy (articles L151-1 et seq. of the French Commercial Code). They are provided as part of an order, in the event where they are not followed by an order, they will be invoiced for by the Supplier including travel expenses, if applicable.

Each party shall maintain the confidentiality of all information exchanged as part of the preparation and execution of the contract, except for information that is generally known to the public or that will become generally known to the public through no fault or action of one of the parties. Disclosure of any confidential information will be deemed as a breach of business secrecy laws (articles of the aforementioned French Commercial Code and Directive 2016/943 of 8<sup>th</sup> June 2016).

### **CONTRACTUAL DOCUMENTS**

The following are contractual documents, in descending order of priority: the offer, the specific conditions expressly accepted by both parties, these present general sales conditions, the accepted order, the delivery slip and the invoice.

Commercial documents, catalogues, advertisements and price lists not expressly mentioned in the specific sales conditions are non-contractual. In the event of any dispute regarding the interpretation of the terms, the French version will prevail.

### **3 - ORDERS – PRICES**

#### **3.1 Definition**

The order expresses the acceptance of the Supplier's proposal (quotation, catalogue if applicable, price list) and must be accompanied by the deposit, if applicable. The contract is only valid upon the Supplier's express agreement of the order.

Definition of requirements. The Customer, as a professional of the products they buy, is responsible for the definition and expression of their needs and those of their customers, at user level and implementation, in particular the uses and purposes and the resulting constraints, which must be taken into account when choosing the product. It is the Customer's responsibility to verify, before placing any order, that the products are appropriate for these uses.

A minimum amount may be determined by the Supplier and made known to the Customer in advance.

#### **3.2 Modification**

If the order differs from the offer, it will not only be affected if the Supplier has expressly accepted it in writing (article 1118 of the French Civil Code).

The orders sent to the Supplier are irrevocable for the Customer, unless expressly accepted by the Supplier in writing.

All requests to modify the composition or the volume of an order sent by the Customer may only be taken into account by the Supplier if the request is made in writing, including fax and email, and is received by the Supplier, no later than 8 days after the receipt of the initial order.

In the case of an order modification by the Customer, the Supplier will be released from the deadlines agreed upon for its fulfilment.

### **3.3 Price**

The price indicated in the offer is firm and non-revisable during the validity period stipulated in the commercial proposal or, failing this, within a reasonable period of time.

## **4 - PAYMENT CONDITIONS**

The purchase price is payable in full and in one single instalment within 60 days net/45 days End of Month from the date of issue of the invoice.

In the event of late payment and payment of amounts due by the Customer after the deadline outlined above, and after the date of payment mentioned on the invoice addressed to them, late payment fees calculated by applying to the amount of the purchase price (inclusive of taxes) mentioned on said invoice an interest rate equal to the interest rate used by the European Central Bank , plus ten (10) percentage points (this rate may under no circumstances be less than three times the legal interest rate) will be automatically and by law payable to the Supplier, without any formal or prior notice, without detriment to any other action that the Supplier is entitled to take against the Customer in the respect.

Any delay in payment will give rise to, in addition to the late fees, a payment of a fixed compensatory fee for recovery costs to the benefit of the Supplier, to the amount of 40€ without detriment to any additional compensation if recovery costs exceed this amount, upon justification.

In the event of non-compliance of the above payment conditions, the Supplier reserves the right to suspend or cancel the delivery of the Customer's current orders.

The Customer must refrain from deducting from invoices amounts corresponding to non-conformities or delays invoked by they themselves.

## **5 – DELIVERIES**

The products ordered by the Customers will be delivered within the timeframe specified on the quotation, which comes into effect upon receipt by the Supplier of the corresponding order form, duly signed, and of all information necessary for the delivery.

Taking into account the uncertainties surrounding the supply of raw materials and components, delivery timeframes are given as an indication only. Without specific agreement committing the Supplier to a firm delivery date, formulated in writing in the contract or in an amendment, no compensation for any reason may be claimed by the Customer.

The delivery is deemed completed in the factories of the Supplier. It is made by the notice of availability or if the contract stipulates, by the handover to a carrier determined by the Customer.

In the event where the Customer employed the carrier and assumes all related costs, the Customer will be responsible for all the financial consequences of a direct action taken by the carrier against the Supplier.

The Customer is required to verify the apparent condition of the products upon delivery. In the absence of remarks expressly given by the Customer upon delivery, the products delivered by the Supplier will be deemed conform in terms of quantity and quality of the order.

The Customer will have 3 months starting from the date of delivery and the receipt of the ordered products to express, in writing, such remarks to the Supplier.

No claim will be validly accepted if the Customer fails to comply with these procedures. In all cases, it is the Customer's responsibility to take, where appropriate, actions against the carrier which are provided for by articles L. 133 1 et seq. of the French Commercial Code and to do so within the timeframes outlined by article L. 133 3.

The Supplier will replace as soon as possible and at their own expense, the products delivered for which the Customer has duly proven the lack of conformity.

## **6 – TRANSFER OF OWNERSHIP**

The transfer of ownership of products from the Supplier, to the benefit of the Customer, will only be made after full payment by the Customer, regardless of the date of delivery of said products. Any deposits paid by the Customer will remain the Supplier's property as compensation.

However, the transfer of the risks of loss, of the deterioration of the Supplier's products or of damages caused by these products will take place upon delivery to the Customer.

#### **7 – SUPPLIER LIABILITY – WARRANTY**

**7.1** The Supplier may only be held liable for the material damages for which they are directly responsible, excluding any indirect and/or immaterial damages, such as, but not limited to, retouching and/or dismantling costs, operating loss, loss of profit, loss of production, loss of credit, loss of image, and without any joint or several liability with third parties who have contributed to the damage.

In addition, the loss for the Customer as a result of the direct material damage for which the Supplier is held liable, may not be compensated beyond the price of the part/supplies delivered, even if the said loss proves to be greater.

**7.2** The products delivered by the Supplier are covered by a six (6) month warranty, starting from the date of delivery.

The Supplier guarantees the Customer against any defect arising from a material, design or manufacturing fault affecting the products delivered and rendering them unfit for the use for which they are intended.

Any warranty is void in the event of misuse, negligence, or lack of maintenance by the Customer, as well as in the event of normal wear and tear or force majeure.

The Supplier, at their discretion, will replace or repair the products or parts under warranty which are deemed defective. This warranty also covers labour costs.

The replacement of defective products and parts will not extend the duration of the above-mentioned warranty.

The Supplier's obligation does not apply in the event of a defect coming from either material supplied by the Customer, or from a design or a supplier imposed by the Customer.

#### **7.3 Liability of the Supplier/service provider in the event of loss, deterioration and scrapping of elements entrusted by the Customer**

In the event of the loss or the deterioration of elements entrusted by the Customer, the Supplier/Service Provider will be obliged, at the Customer's discretion, to either issue a credit note corresponding to the service provided or to redo the work.

If it is proven that an element is irrecoverable, the Supplier/Service Provider may be obliged to contribute to its replacement for an amount at most equal to its value excluding tax expressed in cost price and which in no case exceed twice the price of the service.

The generation of waste (irrecoverable elements) from elements entrusted by the Customer may not be less than 3% in order to be able to claim additional compensation. The Customer is obliged to ask for this compensation as soon as the contract is being drawn up and in consequence to declare in writing the value of the goods entrusted in order to allow the evaluation of the additional price related to this supplementary guarantee that they will have to pay.

Unless expressly agreed by the Supplier/Service Provider, their liability is strictly limited to the obligations hereby defined and they will not be liable for any other compensation for any cause.

#### **7.4 Warranty exclusions**

All warranties and all liability are excluded for incidents in the following cases in particular:

- normal wear and tear of the product,
- implementation, assembly, installation, use or maintenance which is incorrect, unsuitable or non-compliant with the instructions given by the Supplier or the manufacturer of the product, where applicable, or with the rules of the art of use,
- failure by the Customer, the user or a third party, to comply with safety and environmental regulations which are applicable to them,
- negligence, or lack of supervision,
- the lack of knowledge on the part of the installer or user of the product,

- the modification or the refurbishment of the product or the addition or integration of parts or elements by the Customer, the user or a third party, without the Supplier's prior written approval,
  - defects which are fully or partly a result of normal wear and tear,
  - the deterioration, defects or accidents attributable to the Customer, the user or a third party, an error committed by the Customer in relation to the contract,
  - damages resulting from use by the Customer, from technical documents, information or data originating from or imposed by the Customer.
  - a case of force majeure as defined in these general sales conditions.
- The warranty will be suspended in the event of non-payment by the Customer of any of the contractual payment terms.

## **8 – FORCE MAJEURE – UNFORSEEN CIRCUMSTANCES**

### **8 A – FORCE MAJEURE**

The Parties cannot be held liable for breach of their contractual obligations, or performing said obligations later than agreed to, if the said event was caused directly or indirectly by force majeure as defined as:

- the occurrence of a natural disaster;
- earthquake, storm, fire, flood...
- armed conflict, war, conflict, terrorist attacks;
- labour dispute, total or partial strike at the Supplier's or Customer's premises;
- total or partial strike by suppliers, service providers, carriers, postal services, public services, etc...;
- imperative injunction from the public authorities (import ban, embargo, administrative closure);
- operating accidents, machinery breakdowns, explosions
- epidemic or pandemic
- supply difficulties in link with a pandemic, a geopolitical event or, in a broader sense, all contexts beyond the Supplier's control.

Without delay, each party will inform the other party of the occurrence of a case of force majeure.

If the impediment is temporary, the fulfilment of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the impediment lasts more than one month, the parties must consult each other as soon as possible to examine, in good faith, the progress of the contract.

If the impediment lasts more than 10 working days, the parties must consult each other within the 5 following days, to examine, in good faith, whether the contract should proceed or be terminated. If the impediment is definitive, the contract will be terminated by law under the conditions set out in articles 1351 and 1351-1 of the French Civil Code, if the impeded party sees fit.

### **TERMINATION AND CONTRACTUAL SANCTIONS**

No termination clause will be enforceable unless it is expressly stipulated and accepted, includes a sufficient period for fulfilment after formal notice, and specifies the commitments whose non-fulfilment may lead to termination. Any application of article 1222 of the French Civil Code, relating to the creditor's right to enforce the obligation themselves, is expressly excluded. No request for a price reduction, for whatever reason, may be implemented without the express prior agreement of the Supplier.

### **8 B – UNFORSEEN CIRCUMSTANCES**

It is agreed that, in the event of an unforeseen change in circumstance at the time of the conclusion of the contract which renders the fulfilment contract excessively onerous for one of the parties, they will renegotiate the amendment of the contract in good faith. It is further agreed that, without this list being exhaustive, the following events in particular are covered: changes in the price of raw materials, changes in customs duties, changes in exchange rates, changes in legislation.

In the event of refusal or failure of the renegotiation, the parties may agree upon the termination of the contact, on a date and subject to conditions that they themselves determine, or request to the court, by mutual agreement, to adapt the contract.

Without a mutual agreement within reasonable delay, the court may, at the request of one of the parties, revise the contract or terminate it, on a date and subject to conditions that they impose, in accordance with article 1195 of the French Civil Code. The Supplier therefore declares that they do not accept in advance the risk of such changes in circumstance. No firm price stipulation or other reference may be interpreted as such an acceptance of this risk.

#### **9 A – WAIVER – SEVERABILITY**

9 A .1 - The fact that the Supplier does not avail at a given time of any of the clauses of these general conditions will not constitute a waiver of the right to subsequently avail itself of these same clauses.

9 A .2 - If any one of the clauses of these general conditions is found to be invalid or unenforceable, the validity of the other clauses and the fact that it is enforceable will not in any way be affected or compromised.

#### **9 B – PROTECTION OF PERSONAL DATA**

Personal data collected by the Supplier (surname, first name, telephone number, email addresses of the Customer's contact persons) are recorded in their customer file and are used solely for the proper management of relations with the customer and the fulfilment of the contracts agreed between the Supplier and the Customer.

This information may also be used for the proposes of preventing non-payment and prospecting.

Personal data will be kept for the entire duration of the commercial relationship with the Customer, unless the Customer has exercised one of their legal rights granted under the conditions set out below.

Access to personal data is strictly limited to the Supplier's employees and attendants, who are authorised to process this data by virtue of their functions and for the agreed purposes. The information collected may be communicated to third parties linked to the Supplier for the fulfilment of sub-contracted tasks necessary for the execution of the contract, without the express authorisation of the customer being necessary. It is specified that in the context of the fulfilment of their services, third parties will only have limited access to the data and will be contractually obliged to use them in compliance with the terms of the applicable legislation on the protection of personal data.

Apart from the cases set out above, the company agrees not to sell, rent, transfer or give access to third parties to data without the Customer's prior consent, unless compelled to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of rights of defence, etc.)

#### **10 – LITIGATION - PLACE OF JURISDICTION**

**10.1** Any dispute arising from these general terms and conditions and/or the contracts concluded between the Customer and the Supplier will be subject to a prior attempt at amicable settlement.

**10.2** Any dispute which cannot be settled following an attempt at amicable resolution within a reasonable period of time will be submitted to the CHAMBERY court.

#### **11 - APPLICABLE LAW**

By express agreement between the parties, these conditions and contract are governed by French law.