

## **EXPORT GENERAL TERMS AND CONDITIONS OF SALE**

### **ART. 1 - ACCEPTANCE AND CONFIRMATION OF THE CONTRACT:**

These General Terms and Conditions of Sale apply to all sales to a customer located outside Metropolitan France or Corsica. They are published in French and English. If discrepancies in translation or interpretation between the different versions should occur, the French version shall prevail. The translation of these terms into the language of Buyer's country cannot be binding and cannot be enforced on Seller.

Placing an order constitutes the full and unreserved acceptance by Buyer of these General Terms and Conditions of Sale, to the exclusion of all prior written agreements or oral discussions, and other documents such as prospectuses, catalogues, issued by Seller and which have only an indicative value.

Unless formally accepted in writing by Seller, no special term of condition may have precedence over the conditions stipulated.

Absent express acceptance by Seller, no condition contrary to, and/or which is supplementary, imposed by the Buyer may be enforceable upon Seller; moreover, if Seller does not enforce (or has not enforced) any condition on one occasion may not be interpreted as a waiver of any of the conditions later. If the credit of Buyer deteriorates, Seller reserves the right, even after partial fulfilment of an order, to demand from Buyer such guarantees it deems appropriate for the proper fulfilment of the commitments made. The refusal or failure to comply with such a demand entitles Seller to cancel all or part of the order or the contract.

### **ART. 2 - ORDERING:**

Orders are final only when confirmed in writing by Buyer. Under certain circumstances as determined solely by Seller, Orders may require a down payment, for example when the coverage of Buyer by a credit insurance organization is insufficient. The proforma invoice is only used as an advance payment tool, allowing the order to be released; only the prior agreement of the parties on the conditions of sale and the corresponding invoice binds Seller and Buyer to the contractual terms of transaction.

Seller reserves the right to refuse any sale or to suspend any delivery to customers engaging in unlawful resale pricing practices that devalue the image of the brand, for example sales below cost or loss-leader prices in conditions devaluing the brand image of its products, or engaging in acts of unfair competition and more generally to customers who do not comply with the laws and regulations in force in the jurisdiction of sale.

### **ART. 2 (a) - EARLY PRODUCTION ORDERS:**

If payment of any advances agreed upon ordering are not made, and unless otherwise agreed by the parties, the reservation is automatically cancelled and the portion of the price already paid shall be forfeited to Seller, 10 days after sending a letter with acknowledgement of receipt.

### **ART. 3 - ORDER PREPARATIONS, LEAD-TIMES:**

**Orders** will be prepared according to availability of product, and in the order of arrival of orders. Seller is authorized to carry out **order preparations** either in full or partially. **Order preparation lead-times** are indicated as exactly as possible, but the **effective date of delivery** will be based on the availability

of supply and **on the confirmation of a delivery appointment scheduled by Buyer to Seller**. In all cases, the **completion and delivery** of an order within the scheduled lead-time may only occur if Buyer is up to date in terms of its obligations with respect to Seller, whatever the cause.

#### **ART. 4 – INTERNATIONAL COMMERCIAL TERMS (INCOTERMS):**

Unless otherwise agreed, the Incoterms applied are:

- European Union: EXW Châlons-en-Champagne ®2020
- Outside the European Union: EXW Châlons-en-Champagne ®2020

#### **ART. 5 - SHIPPING CONDITIONS**

The conditions under which the products are provided are those indicated on our website: <https://www.josephperrier.com/en/general-conditions-of-sale/>. It is the responsibility of the recipient, in case of damaged or missing items, to file all necessary claims and to confirm all claims by an extrajudicial document or by registered letter with acknowledgement of receipt with the carrier within 3 days after arrival of products at the location specified by Buyer.

Without prejudice to claims made to the carrier, complaints about visible defects, the non-conformity of an ordered product or the consignment note, must be made in writing within 3 days of the products being taken over by the Client or their subcontractor.

Buyer shall notify Seller of any defects or anomalies it has ascertained in writing and shall provide Seller with all information and evidence necessary to substantiate claimed defects and shall provide Seller with the right to remedy any such situation.

#### **ART. 6 - REMOVAL LEAD-TIMES & RATES:**

The lead-times for the removal of the products are a maximum of 30 days following the date of confirmation of their availability.

After this period, Buyer will be automatically liable for a fixed compensation for storage costs of €0.90 cts per case, per month, with at least €30 for each proven delay in removal. The goods are provided and invoiced according to the tariff in force on the day of the acceptance of the order. However, Seller reserves the right to apply the tariff in force on the day of fulfilment of the order if a postponement of the delivery date is requested by Buyer. Prices are exclusive of taxes, packaging included, except for special conditions negotiated between Seller and Buyer in writing before acceptance of the Order.

#### **ART. 7 - PAYMENT, PROCEDURE:**

Unless otherwise specified, payment will be made, with no deduction or compensation, by transfer 30 days net after invoice date provided that the coverage provided by the credit insurer of Buyer so allows, and before shipment if not. Only the receipt of cash will constitute full payment. The transfer fees charged by Buyer's bank will be charged to Buyer. No discount will be granted for advance or cash payment.

## **ART. 8 - DELAY OR DEFAULT OF PAYMENT:**

In case of late payment, Seller may suspend all orders in progress, without prejudice to any other course of action.

Any delay or failure to pay on the payment due date on the invoice makes late payment interest applicable to the amounts due equal to 3 times the legal European Central Bank Interest Rate for Late Payments in effect on the payment due date. Late payment penalties are due with no reminder. In the event of non-payment of previous orders, Seller may refuse to honor any new order, without the customer being entitled to claim any damages. In addition, Buyer shall reimburse Seller all costs incurred in the recovery of unpaid sums, including a lump sum compensation of 20% of the sums due, without prejudice to any other damages. The penalties shall be applicable if Buyer fails to pay on the due date and Buyer will be deemed in breach of contract. Seller also reserves the right, in case of partial or total default of payment, to terminate the sale after formal notice and to claim restitution of the goods already delivered under the retention of title clause in Article 10 below, and to retain the payments already made by Buyer remaining acquired as a penalty clause. The return costs shall be paid by Buyer.

This cancellation will affect all previous orders, whether delivered or in the process of delivery, and whether or not the due date for their payment has been reached.

In case of withdrawal of any authorizations necessary for Buyer's business, or of insolvency, bankruptcy, initiation of insolvency proceedings or compulsory liquidation or any other similar procedure, any orders in progress will be automatically cancelled.

## **ART. 9 - RESPECT OF THE RETAIL NETWORK SET UP BY THE SELLER**

Buyer agrees to respect the retail network set up by the Seller. It irrevocably undertakes not to prospect and more generally to make no active sale outside the sector entrusted to it, under any exclusivity granted to other retailers or reserved for the Seller as well as under the contractual provisions applicable to it. A territorial exclusivity granted to any distributor or Buyer is not presumed. It must result from a written contract.

## **ART. 10- INTELLECTUAL PROPERTY**

No rights concerning the intellectual property, trademarks and/or distinctive signs of Seller are hereby assigned. Buyer undertakes not to do anything that may be likely to alter these rights or tarnish the brand image of the products. None of Seller's documents sent to Buyer may be communicated or used in any way without Seller's prior consent.

## **ART 11. – FORCE MAJEURE**

Seller will be released from any liability in the event of the occurrence of a force majeure event or a fortuitous event such as the following, without this list being exhaustive: Fire, climatic events, lockouts, strikes, war, requisitions, riots, accidents or breakdowns in transportation, blockage of traffic lanes, modification of the laws or regulations inherent to the products and marketing same.

## **ART. 12 – PERSONAL DATA**

Buyer is informed that Seller processes personal data, so it may ensure the processing, billing, management and delivery of orders, as well as monitor its business relations and possible claims. The data controller is Seller.

Personal Data collected by Seller are processed, recorded and stored under the French Data Protection Act of 6 January 1978 in the version in force on the date hereof and with General Data Protection Regulation 2016/679 of 27 April 2016. They are kept for a period that cannot exceed 3 years from the last contact between Buyer and Seller, except when a longer retention period is authorized or imposed by a legal or regulatory provision.

Access to the data is strictly limited to the employees and agents of Seller authorized to process them because of their position. The data may be communicated to third parties related to Seller for the performance of outsourced technical or logistics tasks. These third parties have only limited access to the data and have a contractual obligation to use them under the applicable law.

Apart from these cases, Seller undertakes not to sell, rent, assign or enable access to the data to third parties without the prior consent of Buyer, unless it is constrained to do so on legitimate grounds. The recipients of the data may in rare cases be located abroad, including outside the European Union (EU). Any transfer of data outside the EU is processed with safeguards under the regulations.

Under the regulations, Buyer has a right of access, rectification, blocking, erasure and objection as well as a right to restriction of processing and data portability under the conditions set out in the Regulations. Buyer also has the right to set guidelines regarding the fate of its data after death. Buyer may exercise its rights or obtain further information by emailing to: [dpo@josephperrier.fr](mailto:dpo@josephperrier.fr) It may also petition the French Data Protection Authority (CNIL) for any claim.

## **ART. 13 - JURISDICTION - DISPUTES:**

All disputes relating to the performance or interpretation of this agreement may only be brought in the Commercial Court of Châlons-en-Champagne, which is the only Court authorized to adjudicate disputes under these Terms. This attribution of jurisdiction remains valid even in the case of summary proceedings, incidental claims or multiple defendants, regardless of the method and terms of payment.

For the performance and interpretation of the clauses and general conditions above, only French and EU law will be applicable. If one or more provisions of the Contract are considered invalid under a law,

regulation or final decision of a competent court, they will be deemed invalid and the other stipulations of these general terms and conditions will remain in force.