

## GENERAL CONDITIONS

### ARTICLE 1 – FIELD OF APPLICATION

The following General Conditions are applicable to sales made by PRODEVAL SAS of all products marketed by the latter and related services.

In these General Conditions, the following term "PRODEVAL SAS" refers to PRODEVAL SAS, as identified in the associated quote.

However, PRODEVAL SAS reserves the right to make the supply of products requiring additional services of a particular nature subject to the conclusion of a specific prior contract. The general Conditions of sale are intended to apply to all customers of PRODEVAL SAS.

Their acceptance by customers cannot be conditional, nor subject to reservations or requirements on the part of the customer, any deviation must be subject to the prior written agreement of PRODEVAL SAS.

The present General Conditions of sale have, in all cases, priority over the General Conditions of purchase, as well as overall clauses of any nature whatsoever, printed, or handwritten, appearing on the customer's commercial documents.

The company whose identity is mentioned in the associated quotation is referred to as the "client" or "Customer" in these General Conditions.

Are designated by "product" or "Products" in these General Conditions the products, materials, consumables subject of the present order and specified in the associated estimate.

### ARTICLE 2 – OFFERS

Advertising, commercial, or technical documents, notices as well as studies and recommendations provided by PRODEVAL SAS, do not constitute contractual commitments.

The studies and recommendations of PRODEVAL SAS remains its property and may not be used or communicated to third parties without prior written consent of PRODEVAL SAS.

PRODEVAL SAS reserves the right to modify at any time and without prior notice, the list of products and markets, or to make improvements to the products even after the order has been confirmed.

### ARTICLE 3 - ORDERS

PRODEVAL SAS may submit the opening of a client account subject to the provision of accounting, financial or legal documents and, where applicable, to the provision of prior guarantees.

All orders shall only become final once they have been accepted and confirmed in writing by PRODEVAL SAS, which shall only be bound by the commitments of its representatives and agents after this express acceptance.

PRODEVAL SAS reserves the right not to accept orders that do not respect its usual delivery units.

No order may be cancelled in whole or in part during execution without the express consent of PRODEVAL SAS.

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**PRODEVAL CORP.**

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In the event of express acceptance, PRODEVAL SAS reserves the right to invoice the costs and expenses incurred.

Any additional or complementary request from the Customer must be the subject of a written amendment to the order and give rise to a new confirmation from PRODEVAL SAS.

#### **ARTICLE 4 – EXPORT CONTROL**

Customer shall inform PRODEVAL SAS company of the legal and regulatory provisions in force in the delivery territory regarding export controls. Any resale, export or re-export of products acquired from PRODEVAL SAS shall be subject to legal and regulatory provisions relating to national or international export controls, including United States sanctions programs and United Nations embargo resolutions.

PRODEVAL SAS shall not be required to deliver or export the products if such delivery or export is prohibited by the regulations hereabove, at least until the required authorizations have been obtained.

#### **ARTICLE 5 – DELIVERY**

Deliveries will be made in accordance with orders, subject to quantity tolerances as specified in the price confirmation offers.

Delivery times are given as an indication only; however, PRODEVAL SAS undertakes to take the appropriate measures to respect the delivery times given in the order confirmation.

A possible delay will not give rise to cancellation of the order, nor to penalties seeing the execution of the order can take place within a reasonable time.

Delivery deadlines shall not begin to run until the information and documents required for the execution of orders have been transmitted to PRODEVAL SAS.

The said deadlines shall be suspended in the event of

- any delay on the part of the customer in communicating the details necessary for the execution of the sale
- any failure on the part of the customer to meet its obligations, and to comply with the payment deadlines set.

If the Customer benefits from a maximum credit limit, PRODEVAL SAS shall be required to deliver the products ordered by the Customer only within the limit of the maximum credit limit authorized for the Customer. PRODEVAL SAS may delay any delivery, without liability to the Customer, until the level of the Customer's outstanding balance allows for delivery.

Products shall be delivered in accordance with the rules of INCOTERM ICC 2020 determined at the time of order confirmation.

If no INCOTERM is provided for in the quotation, sales shall be made EXW, ex PRODEVAL SAS facility, INCOTERM ICC 2020.

In accordance with INCOTERM EXW, transportation and insurance of the products shall be borne by the Customer, while packaging shall be the responsibility of PRODEVAL, unless otherwise agreed.

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The transfer of risks shall take place upon delivery, in accordance with the INCOTERM chosen, or, if no INCOTERM is chosen, upon departure of the goods from the premises of PRODEVAL SAS.

When, after the products have been made available, removal of the products is delayed for a reason beyond the control of PRODEVAL SAS, the products shall be stored and handled at the sole expense and risk of the Customer.

## **ARTICLE 6 – PRODUCT RECEPTION**

The Customer must verify the conformity of the products delivered to its order, and in particular the quantity, quality, dimensions, and weight, upon receipt, to reserve its rights against the carrier, the shipping agent, or the forwarding agent within three days.

If the transportation of the products is under the responsibility of PRODEVAL SAS, the Customer shall make all necessary reservations in this regard to preserve the rights of PRODEVAL SAS against the carrier, with a copy to PRODEVAL SAS.

It is the Customer's responsibility to provide all proof of any anomalies or defects observed.

The Customer must allow PRODEVAL SAS every opportunity to proceed with the detection of such defects and anomalies and to remedy them.

The Client may not refuse to receive the products, even in the event of partial delivery or apparent defect.

## **ARTICLE 7 – PRODUCT RETURNS**

Products may not be returned without the prior written consent of PRODEVAL SAS.

All returns must be accompanied by supporting documents enabling PRODEVAL SAS to determine the origin and causes of the returns. Products returned to PRODEVAL SAS must be returned in the same condition in which they were supplied. While awaiting their actual return, the Customer shall ensure that they are properly preserved and shall act as if they were their own products that are permanently in their possession. The use of the products, even partial, does not exempt the Customer from paying the full price of the products delivered.

The products will be shipped back to DDP, place of delivery, INCOTERM ICC 2020.

All costs of repairing damage to products caused by their return to PRODEVAL SAS shall be borne by the Customer.

## **ARTICLE 8 - PRICING**

Prices are exclusive of taxes, customs duties, insurance, transportation and packaging costs excluded, PRODEVAL SAS facility.

The selling price is that of the price list in effect on the date of the order and may be subject to revision (if applicable).

This provision shall apply to orders including split deliveries.

## **ARTICLE 9 – TERMS OF PAYEMENT**

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Unless otherwise stipulated, invoices must be paid by transfer to the PRODEVAL SAS entity that issued the invoice, within 30 days of their issue date (provided that the invoice has been received).

Any dispute concerning an invoice must be filed within 10 days of receipt of the invoice so that it can be processed before payment deadline expires.

Without prejudice to any right or recourse of the seller, any sum not paid within the 30-day period shall bear interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, but not less than 3 times the French legal interest rate. The rate applicable during the first half of the year in question shall be the ECB rate in force on January 1 of the year in question and, for the second half, the rate in force on July 1.

Any delay in payment shall automatically give rise, in addition to the penalties referred to above, to the payment by the Customer of a fixed indemnity of 40 € for collection costs. An additional indemnity may be claimed, upon presentation of proof, in the event of collection costs exceeding the amount of the fixed indemnity.

PRODEVAL SAS reserves the right to request full payment for all products ordered by the Customer (and all related services) upon signature of the quote by the parties, without justification (even in the case of partial delivery).

In the event of non-payment: (i) in excess of 90 days following the due date indicated on the invoice for this order, PRODEVAL reserves the right to suspend and/or terminate the maintenance contract in force between the parties, to the exclusive detriment of the Customer, and (ii) PRODEVAL SAS reserves the right to take back the products as is, without prejudice to any indemnity, in particular for compensation for loss of value or for the return.

## **ARTICLE 10 – RETENTION OF TITLE**

PRODEVAL SAS retains full ownership of the products until full payment of the sale price, as well as interest and accessories.

The submission of a bill of exchange, check or any other payment instrument creating an obligation to pay does not constitute payment, within the meaning of these provisions.

The order shall not be considered effective until payment has been duly recorded in PRODEVAL SAS's bank account and verified by the dedicated service; in the specific case of the cashing of a bank check, payment shall not be considered effective until 10 (ten) business days have elapsed following the date on which it was deposited in PRODEVAL SAS's bank account. Retention of title may be applied up to the amount of the outstanding debt, if any, on goods of the same nature and quality held by the debtor or on its behalf.

It may also be applied in the event of incorporation of the product into another good, provided that these goods can be separated without any damage.

The Customer undertakes to immediately inform PRODEVAL SAS of any collective proceedings, seizure or any other measure taken by a third party with respect to the products subject to the reservation of ownership, before full payment.

The Customer shall take out specific insurance for these products to cover any damage or loss that may be caused to and by the products as soon as the Customer takes possession of them and for as long as PRODEVAL SAS remains the owner thereof.

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The Customer agrees to subrogate PRODEVAL SAS, upon request, in its rights vis-à-vis its insurer.

The Customer is not authorized to pledge the products, to use them as collateral or to resell them prior to their full payment.

PRODEVAL SAS shall be entitled to claim the products and retain the down payments as a penalty clause in the event of legal redress, judicial liquidation or, broadly, the cessation of payments. The client must take all measures to ensure the identification of the products, which are the property of PRODEVAL SAS on its premises, before full payment.

In the event of the opening of a collective procedure, an inventory of the products that can be claimed is made.

## **ARTICLE 11- WARRANTY**

PRODEVAL SAS is generally not the manufacturer of the products it markets.

Its warranty shall not exceed the warranty conditions of its suppliers, which may be communicated to the Customer upon request.

PRODEVAL SAS warrants for a period of one year from the date of delivery the conformity of the execution of the associated services, subject to the application of tolerances, as notified or customary.

The warranty shall only apply if the customer has fulfilled all his obligations and in particular the payment conditions.

All defects, including hidden defects, as well as errors in the dimensions of the products, can only give the right to replace the products without additional compensation of any kind.

Replaced goods are sent EXW, ex Establishment PRODEVAL SAS, INCOTERM ICC 2020.

The warranty is excluded in the event of normal wear and tear or improper use of the products.

This warranty covers only products that have been properly stored, assembled, handled, and maintained by the Customer.

Under no circumstances shall PRODEVAL SAS be liable for any indirect, material, or immaterial damages, such as loss of use, operating loss, loss of production, loss of clientele or loss of earnings of any kind.

Under no circumstances shall the liability of PRODEVAL SAS, regardless of the cause and notwithstanding the form of the action brought, including in the case of associated services or because of negligence, exceed the purchase price of the products that caused or suffered the damage.

## **ARTICLE 12 – CONFIDENTIALITY & INTELLECTUAL PROPERTY**

Each party agrees to keep confidential and not to disclose to any third party, without the written consent of the other party, the General Conditions of this Quotation or any other information relating to this Quotation, identified in writing at the time of disclosure as confidential or proprietary, whether such information was provided prior to the execution of this Quotation or at any time thereafter.

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All knowledge (including patents, “*savoir faire*”, software, copyrighted information, and processes) owned (or licensed) by a party prior to the execution of this Order or developed independently of or in connection with this Order shall remain the property of that party. The terms of this Agreement do not purport to transfer or have the effect of transferring any ownership or license rights to the other party.

It is understood by the Parties that no intellectual property rights should be created under this Quotation. However, if any new knowledge (i.e., any knowledge resulting from the work performed during the study) is generated during this Quotation, it shall remain the property of PRODEVAL SAS.

### **ARTICLE 13 – TERMINATION CLAUSE**

Any total or partial non-performance by the Customer of any of its obligations following a formal notice that has remained unsuccessful at the end of a 15-day period, any non-compliance with any payment deadline, any infringement of the Customer's credit, such as the disclosure of a pledge on its business, shall be grounds for PRODEVAL SAS to notify the Customer by registered letter with acknowledgement of receipt that the term has expired and, consequently, that the amounts due (if any) shall become immediately payable, that all deliveries shall be suspended and/or that the current contracts shall be terminated.

The Customer shall then reimburse PRODEVAL SAS for any additional costs incurred for the recovery of the sums due, in addition to any damages that PRODEVAL SAS may claim.

### **ARTICLE 14 - FORCE MAJEURE- ACT OF GOD**

If, due to a case of force majeure, PRODEVAL SAS is forced to interrupt the distribution or timely shipment of at least one of its products, the execution of the contract shall be suspended for the period during which it remains unable to ensure deliveries and/or its related services.

If the force majeure does exceed a period of three months, the present sale may be terminated without compensation, at the initiative of either party.

Upon termination of the force majeure, the obligations of the party affected by the latter will resume for the remaining period.

The occurrence of a case of force majeure does not exonerate the other party from the performance of its obligations for the duration of the event.

Is considered as constituting a case of force majeure any external event beyond the reasonable control of either party, such as war, riots, floods, fires, epidemics, shortage of raw materials, disruption of supply, strike in the means of transport, strikes or lockouts in the industries or businesses of the Products, interruption of the means of transport whatever the cause may be, legal or regulatory provisions leading to major upheavals affecting the production, supply or Products distribution.

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## ARTICLE 15- DISPUTE - JURISDICTION & APPLICABLE LAW

In the event of a dispute relating to a sale and/or related services made by PRODEVAL SAS, the parties shall endeavour to resolve the dispute amicably within a maximum period of 60 days from the date of letter of notification to this effect by the most diligent party to the other party. Failing amicable resolution, the Commercial Court of the registered office of PRODEVAL SAS shall have sole jurisdiction and French law shall be solely applicable on the matter.

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