



PREFORMED LINE PRODUCTS France GENERAL CONDITIONS OF SALE

1. ACCEPTANCE AND ENFORCEABILITY

These General Conditions of Sales ("GCS") govern the sale of goods ("Goods") to any buyer ("Buyer") requesting it. Buyer will be deemed to have agreed to these Terms and Conditions by Buyer's issuing a purchase order. Terms and conditions contained in Buyer's purchase order or any other documents that are different than or in addition to these Terms and Conditions are objected to and will not be binding on PLP-France.

2. OFFERS - ORDERS - ACCEPTANCE OF ORDERS

Technical datasheets and commercial documentation of PLP France are for information only and with no contractual obligation of any kind. They can be modified at any time, with no notification.

Upon request, PLP France is providing offers of Goods or offers of prices ("Offers") which are valid for one (1) month.

Orders will only become firm upon written confirmation of said order by PLP France ("Order Confirmation"). Buyer shall have 24 hours from Order Confirmation to make any changes. After that, all modifications of Orders will not be binding on PLP-France absent PLP-France's prior written confirmation.

Any cancellation of order requires PLP-France's prior written agreement, and Buyer will be liable for the value of the loss suffered and any other direct consequences plus five percent (5%) of the total invoice (with a minimum of five hundred euros (500€)) except where the cancellation is solely due to Force Majeure.

3. DELIVERY AND RISKS

Goods are delivered, and risk transfer is, as per conditions expressly stated in the Offer or Order Confirmation or, by default, ex-factory (EX WORKS INCOTERM 2022).

Any reserve regarding delivery should be addressed on the carrier's voucher, at the time of receipt of Goods. Any apparent defect due to transportation (damages, missing items, loss, etc.) should be subject of a written reserve to the carrier, at the latest within three (3) days after receipt of the Goods.

Goods conforming to the Buyer's specifications and instructions, manufactured in PLP's facilities are subject to a quantity variation of plus or minus 5% which the Buyer expressly accepts.

4. DELIVERY TIME

Delivery times are given for information only. Any delay in announced delivery time cannot give rise to a cancellation nor indemnification unless otherwise specified in the Offer or Order Confirmation.

5. PRICE AND PAYMENT CONDITIONS

5.1. Prices

Prices are invoiced in euros (VAT excluded) or any other currencies as stated in the Offer.

All prices are net, and do not include: VAT, logistic and/or insurance, tariffs and any taxes.

If after the Offer has been submitted, a law or regulation comes into force which causes an increase or decrease in costs, the prices shall be automatically adjusted accordingly. For transactions within the European Union, the Buyer shall provide PLP France with all information and documents that may be required concerning the payment of VAT.

If the price of raw materials increases by more than eight percent (8%), PLP France may apply the corresponding increase to the prices stipulated in the Offer upon prior notice to the Buyer, provided that the invoice for the Goods concerned has not already been issued.

5.2. Administrative processing fees

Unless otherwise specified, any order with an amount lower than one thousand (1000) euros VAT excluded will be increased by a lump sum of cent (100) euros as administrative processing fees.

5.3. Payment conditions

PLP France reserves the right to request a down payment from the Buyer prior any start of production. Invoices will be issued upon shipment from the Goods ex-factory.

In absence of any contradictory contractual conditions, payments are due thirty (30) days after invoice issuance.

Sales within French territory are subject to article L.441-6 of Commercial Code and therefore, payment cannot occur beyond forty-five (45) days end of the month or sixty (60) days from date of invoice issuance.

International sales are subject to payment conditions stated in price Offer or any other contractual document (proforma, supply contract, etc.).

Notwithstanding the foregoing, if in good faith PLP France is convinced that the Buyer is unable to fulfil its contractual obligations, PLP France reserves the right to modify the applicable financial terms and conditions, including requiring cash payment of the invoice, for any Product not yet delivered.

5.4. Forfeiture of payment term

In case of non-payment of any term at the agreed date, forfeiture of term will be incurred by right and without formality and the remaining balance will be immediately due both for the order in default but also for all order in progress. PLP France reserves in addition the right to suspend without notification all orders and shipments in progress.

5.5. Liquidated damages and indemnifications

Any amount not paid on time, including any forfeiture of payment term, will cause the application of an interest rate equal to three (3) times the legal interest rate applied to the entire payment by the European Central Bank.

Any amount not paid on time will also trigger the immediate enforceability of an indemnity of forty (40) euros.

6. CONTESTATION

Any invoice not contested by written notification within twenty (20) days following its receipt, will be considered as definitely accepted.

Payments shall not be subject to any deduction, withholding or set-off of any kind, even in the event of a dispute and/or litigation between PLP France and the Buyer.

7. WARRANTY - RETURN

7.1 Warranty

PLP France delivers its Goods (i) for which quantity, quality and type are specified in the Offer or in the order accepted by PLP France, (ii) for which packaging or packing are as specified in the Offer or Order Confirmation and (iii) are compliant with contractual description and technical characteristics from datasheet included or referenced in the Order ("Specifications").

Concept of "compliance defect" (or "non-compliance") is considering a non-compliance to Specifications and a failure of the packaging or the packing, taking into account the standard tolerances. In addition, warranty is applicable only when use of the Goods is compliant with business practices and general recommendations for use and storage.

PLP France warrants that the Goods conform to technical specifications, for twelve (12) months from the date of delivery of the Goods, provided that the Goods are subject to normal and proper usage.

Buyer is deprived of its right to claim an apparent defect if it fails to notify PLP France or the last known carrier such reserves, while defining the nature of defect, within three (3) days from the date of delivery of the Goods. Thereafter and failing to have issued reserves, Buyer will take the Goods as they are, with no warranty from PLP France for latent defects or defects related to Goods, packaging or packing.

PLP France will not be responsible of any non-compliance issue if Buyer was aware of it or could not ignore it at the time of the order.

7.2 Return

If Buyer has notified a non-compliance issue in time and form as stated in article 3, and if technical experts from PLP France deems the claim justified, then PLP France can, at its own discretion, to:

- replace the non-compliant Good at PLP France costs,
- refund the invoiced and paid price of a Good for which non-compliance is determined, or
- grant a discount on future orders. No indemnity can be requested by Buyer for any case.

In any case, any non-compliance (a) caused by Buyer, including modification or repair, (b) of any storage non-compliant to PLP France's recommendation, or (c) of any abnormal wear and tear, etc., is not the responsibility of PLP France, this list being non-exhaustive nor limitative.

Upon PLP-France's request, Buyer shall return any Good alleged non-compliant, using the carrier chosen by PLP France and sent to an address specified by PLP France. If the Good(s) proves to be compliant, PLP France may send the Good(s) back to Buyer, at Buyer's costs, without prejudice to any action for damages and interests.

Any Good returned without the agreement of PLP France will be refused and will not trigger any credit note nor refund.

8. LIMITATION OF RESPONSABILITIES

Buyer agrees that as an expert, it has conducted a detailed analysis of the Goods, the specifications and the compatibility of the Goods with the other components prior to its order submission.

By submission of its order, Buyer acknowledges it has all the information necessary to assess the adequation of the Good to its needs.

The Buyer renounces for himself and for his agents and assignees, as well as his insurers, for whatever reason, any recourse for, without this list being exhaustive, indirect or consequential damages, material and/or immaterial, such as loss of material, exploitation, production, profit, data, use, resulting from or related to the delivery, operation and use of the Goods whatever the identity of the person who suffered the damage.

The Buyer undertakes to enforce the contractual limitations of liability set out in those general conditions against its insurers, its own customers and their insurers.

The Buyer remains responsible for checking the conformity of the Goods ordered to the locally applicable regulations in the places where the Goods are delivered or will be used.

Except for PLP France's willful misconduct or gross negligence, PLP France shall not be liable for:

- Loss of identity, state of being or intrinsic quality of the Goods as a result of a change in its original condition (physical and/or chemical qualities in particular) due to any other party, (ii) Misuse of the Goods by the Buyer, (iii) Misuse of it or not in accordance with the prudence and practice of the profession or beyond the expiry date, (iv) storage not in accordance with the instructions for use.

In all cases, PLP France's aggregate liability is limited to the amount, excluding taxes, of the sums received by PLP France under the Order.

9. TITLE TRANSFER

Goods remain the full property of PLP France until complete payment of the corresponding invoices.

Payment is considered effective upon cash collection, remittance of the draft or any other security creating an obligation to pay not constituting payments within the meaning of this provision.

Goods cannot be pledged or guaranteed without the authorization of PLP France before full payment of the price. In case of a third-party seizure of the Goods, Buyer must inform PLP France immediately.

Buyer may sell Goods in the ordinary course of business. All debts resulting from such resale are hereby automatically assigned to PLP France, in payment of the Buyer's debts.

In absence of payment for one of the terms specified in the order confirmation, PLP France reserves the right to terminate the contract upon

notice to Buyer. After notification, Buyer will be required to return Goods without delay.

Goods will be kept at expense and risk of Buyer. Above provisions do not preclude transfer of risks to the Buyer (including risk of loss, damage, and possible damage caused by the Goods) from the delivery of the Goods.

10. FORCE MAJEURE

PLP France will be released from its obligations for any event beyond its control that prevents or delays the delivery of the Goods, contractually treated as a case of force majeure.

This will be the case especially for events occurring at PLP France or its suppliers, such as lockout, strike, fire, flood, equipment damage, riot, war, epidemic, bombing, embargo, accident, interruption or delay in transport, impossibility to be supplied, defective raw materials, significant change of political situation in the Buyer's country or any other event beyond the control of PLP France.

11. INTELLECTUAL PROPERTY

The Buyer shall respect all the intellectual property rights of PLP Group, which he declares to have perfect knowledge.

The Buyer shall not reproduce or make reproduced, in whole or in part, trademarks, designs or any other industrial property right which PLP Group holds, under threat of prosecution, and/or not transmit to third parties any information of any nature whatsoever allowing the total or partial reproduction of these rights.

12. GENERAL PROVISIONS

GCS are issued in French, this version prevailing in case of problem of interpretation with a translation.

If one or more provisions of these GCS are null, cause illegally or privately enforceable, the other provisions will, in any case, not be affected or reduced.

PLP France reserves the right to assign to third parties the rights and/or obligations towards Buyer resulting from contractual relations.

The fact of not demanding the strict application of GCS cannot constitute a waiver from PLP France to any rights attached to the order and these GCS.

This GCS cancels and replaces all other previous general conditions or which may appear on the Buyer's documents or agreed by any other means.

Only special conditions of sale and/or any amendments duly signed by PLP France may cancel, derogate and/or replace these Terms.

13. JURISDICTION CLAUSE

Relationship between PLP France and the Buyer are governed by the French Law which is the only one applicable knowing Vienna convention on the international sale of goods will not be applicable to the commercial relations tied within the framework of the present ones.

If the Buyer is located in France and in absence of amicable settlement of the dispute within thirty (30) days of the notification of a dispute by a Party to the other, commercial courts of Versailles (France) are only competent to hear all disputes resulting both from the application of these GCS and from their execution or interpretation, even in the event of a warranty claim or in case of multiple defendants.

If the Buyer is located outside France and in absence of amicable settlement within the afore mentioned thirty (30) day period, all disputes arising from or in connection with these GCS will be settled definitively in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules. The seat of the arbitration will be Paris and the language of the arbitration will be English.

14. ETHICAL BEHAVIOR

Buyer, its employees, officers, agents, representatives and Subcontractors ("Agents") shall at all times maintain the highest ethical standards and avoid conflicts of interest in its performance hereunder. In conjunction with its performance hereunder, Buyer and its Agents shall comply with all applicable laws, statutes, regulations and other requirements, including, but not limited to, those prohibiting bribery, corruption, kickbacks or similar unethical practices such as, without limitation, the United States Foreign Corrupt Practices Act. Buyer shall indemnify and hold PLP harmless from all fines, penalties, expenses or other losses sustained by PLP as a result of Buyer's breach hereof