

PCM S.A.  
PCM EUROPE S.A.S.  
PCM MANUFACTURING FRANCE S.A.S.  
PCM TECHNOLOGIES S.A.S.

# TERMS & CONDITIONS

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THE PRESENT GENERAL TERMS AND CONDITIONS OF PURCHASE AIM TO DEFINE THE EXPECTATIONS OF THE ENTITIES OF PCM GROUP, HEADQUARTERED IN FRANCE, REGARDING THE PURCHASE CONDITIONS FOR PRODUCTS AND/OR SERVICES.

THEY ARE PROPOSED AS PART OF THE NEGOTIATION WITH THE SUPPLIER IN ORDER TO ESTABLISH THE CONDITIONS AND TERMS THAT WILL GOVERN THE PURCHASE ORDERS

## 1. DEFINITIONS

In this Agreement, the following terms, used in upper case and interchangeably in the singular or plural, will have the following respective meanings:

**Terms & Conditions** : refers to this document also named General Purchasing Conditions.

**PCM**: Refers to the PCM entities as defined in page one, taken individually and/or collectively.

**Subsidiary**: Refers to all independent legal entities in which the PCM company and/or its shareholders own a direct or indirect stake.

**Supplier**: Natural or artificial person to which the Order is addressed

**Buyer**: Refers to the PCM entity issuing the Order

**End customer**: refers to any Customer of the Buyer purchasing a product or service incorporating the supply.

**Products**: refer to products and/or items falling in the scope of application of this Agreement and for which PCM shall place Orders from the Supplier.

**Specific Products**: refer to the products and/or items created and developed directly or indirectly by PCM or by the Supplier for PCM only.

**Standard products**: refer to products and/or items not created and developed by PCM or by the Supplier for PCM only.

**Order**: refers to any purchase order placed by PCM in application of this Agreement, based on the template featured in the Appendix.

**Acknowledgement of Receipt of Order**: Refers to the acknowledgement of receipt of order (ARC) issued by the Supplier.

**Appendices**: refer to the documents appended to the Agreement

## 2. CONTRACTUAL DOCUMENTS

The Orders issued by the Buyer with the Supplier shall be governed by the provisions of these General Purchasing Conditions of Purchase once they have been accepted by the Supplier, i.e. as they are, completed or amended by a rider signed by the Parties.

The Supplies must be delivered in compliance with the Specifications mentioned either in the Order or in the rider signed by the Parties.

Any other provision may only apply to the Orders if they have been previously accepted in writing by each of the Parties.

If an Order has been issued within the framework of a contract agreed between the Parties, the stipulations of the said Contract shall prevail. The GPC are only intended to apply as a supplement in the absence of specific stipulations set out in the said contract.

### 3. PURPOSE AND SCOPE OF APPLICATION OF THE AGREEMENT

The Supplier agrees to deliver the products or perform the services to PCM in accordance with the conditions defined in the Order.

This agreement governs relations between the Supplier and PCM in the exclusive framework of its implementation. Under no circumstances may it apply, directly or indirectly, totally or partly, exceptionally or habitually, to other industrial, commercial or financial operations between PCM and the Supplier, including during the execution period of this Agreement.

Unless a provision is laid down in the Appendix, it is expressly understood by the Parties that this Agreement does not result in an exclusivity, either for the Supplier or PCM.

### 4. IMPLEMENTATION OF THE AGREEMENT

#### 4.1. Purchase Order Management

This Agreement is implemented by an Order, sent by PCM to the Supplier.

Unless otherwise expressed, the Supplier shall have a period of two (2) business days starting from the receipt of the Order to send an Acknowledgement of Receipt of Order by email, according to the template featured in the Appendix.

Unless reservations are expressed in the Acknowledgement of Receipt of Order, the Order shall be deemed to be accepted as it stands by the Supplier.

Any renegotiation of prices shall not affect previously issued Orders and lead times stated in this in the terms of the Agreement.

Provisional supply needs in PCM products, which may be communicated to the Supplier, have no contractual value.

For first orders, the Supplier is required to supply, where appropriate, initial samples from serial production, complying with contractual requirements relating to raw materials and quality controls.

#### 4.2. Management of order changes

Any modification or adjustment of the Order on previously validated terms and conditions requires a rider, whose terms will be negotiated by mutual agreement between the Parties. It may be managed in the form of a dispensation (see article 9.6).

PCM may issue a request for modification (e.g. quantity/date requested) and the Supplier shall have a lead time of two (2) business days from the date of the receipt of the requested modification of Order to address an Acknowledgement of Receipt of Order

- In case of refusal, the Supplier shall communicate it officially to PCM;
- In the case of acceptance, the Parties shall formalise the new conditions.

### 5. SUPPLIER'S OBLIGATIONS

Under this Agreement, the Supplier undertakes to:

- Execute this Agreement in compliance with the applicable legislation, regulations, industry practices, and the Order;
- Declare that it possesses the necessary professional skills and authorizations within the framework of this Agreement and for executing the Order;
- Deploy all necessary human and material resources to fulfill its obligations as described in this Agreement and the Order;
- As part of a performance obligation, comply with the prices specified in the Special Conditions and/or the Order and the delivery deadlines stipulated in this Agreement and/or the Order;
- Inform PCM of any risk related to economic sanctions, export control, or any other binding national or international regulation;
- Inform PCM of any customs status communicated by local customs authorities;
- Comply with the PCM Supplier Code of Ethics regarding Ethics, Environment, Compliance, and legal adherence;
- Adopt responsible environmental management practices, including reducing its carbon footprint, efficient water management, waste minimization, and the use of recycled or eco-friendly materials in production;

Furthermore, as a professional, the Supplier is required to:

- Fulfill an obligation of information and advice, committing to promptly inform PCM of any difficulties that may arise during the execution of this Agreement and/or the Order;

- Request from PCM any information and ask any questions deemed necessary for the execution of this Agreement and/or the Order, particularly regarding any necessary clarifications before launching the production of the Products;
- Provide warnings regarding choices or technical solutions it considers unsuitable or incompatible with performance requirements or PCM's needs;
- Comply, if the products are delivered within the European Union, with all obligations arising from Regulation (EC) No. 1907/2006 of December 18, 2006, concerning the registration, evaluation, and authorization of chemical substances, as well as the restrictions applicable to these substances (REACH). The Supplier must stay up to date with the continuous evolution of this regulation and anticipate any potential restrictions. Likewise, it must ensure that its subcontractors, if applicable, take all necessary measures to comply with this regulation;
- Adhere to the requirements related to ISO 9001, ISO 14001, and OHSAS 18001 certifications during the execution of this Agreement and strive to improve its internal operations to align as closely as possible with these standards;
- Comply with local occupational health and safety regulations, provide a safe and healthy working environment for its employees, and implement regular training sessions on safety and risk prevention.

If all or part of the provision needs to be implemented in the premises of PCM, the Supplier undertakes to abide by the following rules:

- communicate in advance to PCM the identity of its staff reporting to the PCM premises;
- guarantee that its staff complies with safety rules applicable in PCM premises (in particular wearing a visitor's badge);
- comply with health and safety at work regulations, as well as all instructions defined by PCM in this field and applicable in its premises. As such, the Supplier declares that it is aware of PCM's prevention plan and special regulations and undertakes to ensure that its staff complies with it;

Should the Parties agree to entrust the Supplier with maintenance, the Supplier undertakes to:

- obtain approval from the Official Authorities;
- offer maintenance services as long as the equipment integrating the Supply remains in service and, consequently, maintain its complete production facilities, in such a way as to be able to supply Products and necessary spare parts, according to the special conditions negotiated with the Buyer. In this hypothesis, the Supplier must make available to the Buyer a complete bill of materials of prices of the different parts and sub-assemblies of Products covered by the Orders;
- provide all the necessary technical assistance to the Buyer or End Customer during general servicing or repair of Products.

## 6. PCM'S OBLIGATIONS

PCM undertakes to provide the Supplier with all the information and documents needed to execute this Agreement and/or Order.

PCM undertakes to honour payment of any invoices for the supply of Products as per the terms and conditions defined in Article 7.2, subject to compliant execution of this Agreement and/or the Order by the Supplier.

## 7. INTERLOCUTORS

The Supplier shall designate a permanent manager in charge of overseeing the smooth running of this Agreement.

This interlocutor shall track the setting up of the agreement, any possible developments, propose solutions or corrective actions in cases of non-compliance and ensure coordination with PCM on collaboration conditions.

## 8. FINANCIAL TERMS

### 8.1. Prices

In consideration of perfect execution of this Agreement and/or the Order, PCM shall pay the Supplier the price stipulated in the Order.

Unless otherwise agreed in a document signed by both Parties, the price stipulated in the Order is flat, firm and definitive. In the case of large orders or specific invitations to tender, Special Terms and Conditions may be renegotiated on a case-by-case basis, in the mutual interest of the Parties.

### 8.2. Invoicing and Payment

Products/Services shall be invoiced by the Supplier after delivery of the products and/or performance of services.

Invoices issued by the Supplier for the Order shall be paid by PCM in compliance with the provisions set out in the Order.

Invoices must comply with article L.441-3 of the French Commercial Code and must feature the following:

- name of the entity of the PCM Group issuing the Order
- PCM Group's order number
- delivery slip number

- VAT number
- customs code for Products for intra-community deliveries
- complete bank details of the Supplier (name and number of the bank account, Iban, Swift, bank's address)
- payment by bank transfer in a currency defined by the parties and in agreement with the relevant national and international regulations relating to economic sanctions;
- due date compliant with the payment deadline stipulated in this Agreement and/or in the Order.

The original copy of the invoice must be sent as soon as it is issued to the address specified in the Order. Original delivery slips or reception reports or any other contractually agreed document generating invoices are sent to the Buyer and are not attached to the invoice.

Any credits must mention the invoice numbers and Order to which they refer to allow accurate reconciliation of accounts.

Unless otherwise agreed by the Parties and subject to compliance with legal provisions, invoices shall be paid within forty-five (45) days at the end of month starting from the issuance of the invoice, this deadline being calculated as follows: end of month of the issue date of the invoice + 45 days.

### 8.3. Bank guarantee

Should PCM pay an instalment or advance payment before the delivery of the Products, it is expressly agreed that the Supplier, prior to payment of the instalment or advance, shall produce a bank guarantee allowing the refund of the instalment or advance, at first request. This bank guarantee must cover all sums to be paid by PCM as an instalment or advance. This independent and autonomous bank guarantee must be issued by a reputable bank and related costs shall be covered by the Supplier.

### 8.4. Late payment

In the event of late payment, the penalties applicable to PCM shall be equal to three (3) times the legal interest rate applicable in France on their application (most recent rate applied by the European Central Bank), per late day. Penalties shall apply on the day following the due date of the invoice and end on the effective settlement date.

Payment by PCM of such penalties shall discharge it and is the only compensation to which the Supplier is entitled to claim in terms of late payment.

### 8.5. Claim on invoice

In the event of a legitimate claim by PCM regarding one or several items of an invoice, the obligation to pay the disputed sum is suspended and the application of Article 7.4 shall be excluded. PCM shall send the Supplier a letter (by mail, fax or email) justifying its position. The Supplier shall then issue a credit cancelling the disputed invoice and a new invoice for the undisputed items of the invoice shall be issued.

Should the Supplier not respond to the aforementioned letter sent by PCM within fifteen (15) calendar days starting from the receipt of this letter, the claim made by PCM shall be deemed to be accepted by the Supplier and the claimed amount shall be automatically deducted from the invoice due to PCM. The Supplier shall then issue the corresponding credit.

## 9. DELIVERY TIME OF PRODUCTS / SERVICE

### 9.1. Delivery times

Products shall be delivered in compliance with the terms and conditions stated in the Order.

Product delivery times are considered as a decisive factor of this Agreement and the Order, without which PCM would not have contracted with the Supplier.

### 9.2. Late delivery

The Supplier undertakes to inform PCM immediately by phone and in writing of any particular difficulties, namely in terms of times or quantity, encountered in the delivery of the Products, specifying the nature of such difficulties as well as the time at which it would be able to fulfil its obligations.

Any additional expenditure resulting from this delay, excluding cases of *force majeure*, shall be the Supplier's sole responsibility.

If PCM accepts the new delivery time proposed by the Supplier, a written correspondence shall reflect the agreement of the Parties on this point.



Regardless of the applicable incoterm defined in the Order, rapid shipping (by air in particular) may be demanded and required, at the Supplier's expense.

In the absence of an agreement by the Parties, the Supplier shall be held liable and PCM may, at its convenience, rightfully terminate this agreement and/or Order due to the non-performance by the Supplier of its obligations in terms of form and delivery times as set out in article 22 of this Agreement.

### 9.3. Late penalties

The Supplier declares that it is fully aware of the detrimental consequences for PCM of any delay in the delivery of the Products.

In any case, except in cases of *force majeure* or duly proven events attributable to PCM, where the Products would not be delivered in compliance with the contractual times, PCM may apply late delivery penalties calculated as follows:

Five percent (5%) of the price (excluding taxes) of the Order per late week, starting from the agreed delivery date(s), capped at twenty percent (20%) of the price (excluding taxes) of the Order, it being specified that any late week started incurs the payment of the aforementioned penalty.

Penalties are an obligation and have no discharging character.

The application of penalties is independent of the termination of this Agreement and/or Order, and/or claim for damages to repair the prejudice suffered that may be incurred by the late delivery of the Products by the Supplier.

As the termination is only declared after notice has been given, penalties are applied until the expiry of the last performance deadline fixed by this notice.

Any penalty applicable under this article shall be deducted from the sums owed by PCM as set out in this Agreement and/or Order.

## 10. DELIVERY OF PRODUCTS / SERVICES & SUPPLY CHAIN PERFORMANCE

### 10.1. Commercial Compliance

#### 10.1.1. Country of Origin of Products

The supplier undertakes to obligatorily communicate all information related to the country of origin of the product:

- If the country of origin does not change: the supplier's communication is formalized and automatically sent to PCM (once every two years).
- If the country of origin changes: the supplier's communication is systematically carried out during the quotation or ordering phases – including internal site transfers (article 13) or subcontracting transfers (article 17).

Additionally, the supplier will provide, upon PCM's request, control reports and any applicable serial numbers.

#### 10.1.2. Compliance with International Sanctions and Embargoes

In the event of a risk of violating an embargo or economic sanctions, notwithstanding the preferential origin of the finished product, the supplier must inform PCM not only of the country of origin of the finished product but also of the country of origin of any component or technology incorporated into the final product.

If PCM is unable to deliver or distribute the products supplied by the supplier from countries subject to international sanctions and/or embargoes, the supplier will actively cooperate with PCM to find suitable alternative solutions within a reasonable timeframe (e.g., proposal of an alternative product, sending specifications to PCM, etc.).

#### 10.1.3. Customs Codes

The supplier undertakes to provide PCM with the customs codes (customs nomenclature / HS code) of the items purchased by PCM.

#### 10.1.4. Dual-Use Goods

The supplier will inform PCM if the ordered products are subject to the European regulation on Dual-Use Goods (DUG) and, upon PCM's request, will provide a copy of the license obtained from the competent authorities and/or the US ECCN (Export Control Classification Number).

### 10.2. Documentation relating to imports

The Production transportation conditions, coverage of the corresponding cost and the transport insurance cost and the responsibility of the Parties during transportation of the Products are defined in compliance with the Incoterm specified in the Order.

It is agreed that applicable Incoterms are CCI Incoterms in their 2010 version.

In general, the Supplier for each Product delivery, undertakes to transmit the transport insurance policy, should transportation be covered by the Supplier, as well as the following documents in the event of documents produced in non-EU countries:

- certificate of origin attesting to the origin of the Products,
- packing list mentioning the box or parcel number, code and item description of the Products, quantity, weight, dimensions, signature and stamp,
- a certificate of conformity with European regulations, and EC norms in particular,

Additional documents may be required by PCM, depending on applicable legislation or the Products' country of origin.

Any breach in the rules set out by this article may lead to the issuance by PCM of a non-compliance report.

### 10.3. Product packaging

The Supplier undertakes to follow packaging rules stipulated in the Order.

In general, the Supplier undertakes to:

- separate Products with different references from each other;
- use packaging that guarantees respect for requirements mentioned in the specifications and plans as well as non-deterioration of Products during transportation and handling through to the end customer.

In the absence of specific provisions stipulated in the relevant Order, the packaging conditions are defined in the first Order placed by PCM with the Supplier.

A label, affixed to each parcel and/or pallet, must be clearly visible to allow easy reception and storage by PCM and indicate at least:

- the Order number
- the product reference / designation / index as indicated on the Order
- the quantity per parcel and/or pallet
- the shipping or expiration date

For perishable Products or Products subject to a validity date, the Supplier must ensure and guarantee that such products are usable for a minimum duration of six (6) months starting from their reception date. The expiry date or validity limit date must be perfectly legible on the aforementioned label.

In the event of pallet deliveries and unless otherwise stipulated in the Order, pallets shall:

- be exclusively sized in 80x120 cm (Europe format);
- not be altered in any way (namely no broken planks or supports);
- offer sufficient and appropriate resistance to the weight of the Products for safe storage;
- be perfectly strapped to endure the transportation of Products and handling operations required.

If the packaging does not comply with the initial requirements formalised by PCM or is damaged, PCM reserves the right to deduct the cost of repackaging from the Supplier.

Any failure to comply with the rules laid down by this article may lead to the issuance by PCM of a Non-Compliance Report and, where appropriate, a refusal of the delivery of Products by PCM, which must be presented again for reception at the Supplier's expense (see article 9.6).

### 10.4. Receipt of product & Delivery slip

The Supplier shall deliver the Products to the location agreed in the Order and during the time slot agreed with PCM, a fixed time slot (same day / same hour) may be agreed between the Parties.

In the case of non-compliance with opening times, the Products may not be received by PCM and must be presented again for reception at the Supplier's expense.

In the event of late delivery or an excess quantity compared to the Order, the Buyer reserves the right either (i) to accept the Supply or (ii) keep the Supply available for the Supplier at its risk and peril or (iii) return it at its expense, risk and peril.

Each delivery must be accompanied by a delivery slip, accessible before unloading of the Products, mentioning the following at least:

- name of the entity of the PCM Group issuing the Order
- order number
- reference and designation of the Products as indicated on the Order
- quantity delivered

- number of parcels and their respective weight
- serial and/or Product batch number, where appropriate
- country of Origin of the Products, where appropriate.

It is expressly stated that a delivery not accompanied by such a delivery slip or an incomplete or incorrect delivery slip is liable to result in the issuance by PCM of a non-compliance report and, where appropriate, a refusal of the Product delivery by PCM. The products in such a case must be presented again for reception at the Supplier's expense.

## 10.5. Supply Chain performance

### 10.5.1. On-Time delivery indicators

PCM measures Supply Chain performance with the Supplier Satisfaction Rate (performance indicator) and Service Rate (monitoring indicator).

The satisfaction rate (OTD-Requested) measures the supplier's ability to meet PCM's initial demand with the actual delivery date for the entire order.

The satisfaction rate (quantity and timing) is measured monthly according to the following parameters:

- Lead time (negotiated incoterm): actual delivery date compared to the contractual order date
- Quantity: delivered quantity compared to the contractual order quantity
- Satisfaction rate % = (Number of complete and on-time order lines / Total number of order lines) / 100

The service rate (OTD-Promised) measures the supplier's ability to meet their Order Acknowledgment (OA) with the actual delivery date for the entire order.

The service rate (quantity and timing) is measured monthly and calculated as follows:

- Lead time (negotiated incoterm): actual delivery date compared to the OA date of the order
- Quantity: delivered quantity compared to the OA quantity from the purchase order
- Service rate % = (Number of complete and on-time order lines confirmed by the supplier / Total number of order lines) / 100

### 10.5.2. Service Level Agreement (SLA)

The parties may agree to implement a Service Level Agreement (SLA) to commit to a Satisfaction Rate (OTD-R) or Service Rate (OTD-P), formalized by specific conditions.

For the application of this article, it is specified that:

- Products rejected by PCM for non-compliance are considered undelivered
- The supplier will provide a monthly report indicating the achieved OTD rate
- The supplier commits to working jointly with PCM to continually improve delivery performance

### 10.5.3. Stock Agreement

The parties may agree to set up a dedicated PCM Stock Agreement with the supplier to commit to a Satisfaction Rate (OTD-R) or Service Rate (OTD-P), formalized by specific conditions.

For the application of this article, it is specified that:

- The Supplier sets up dedicated stock for the Client to ensure product availability and ensure supply continuity
- The minimum and maximum stock levels are defined by mutual agreement and subject to periodic review. The Supplier must replenish stock according to agreed procedures to ensure coverage of the Client's needs
- The Supplier ensures strict stock monitoring via a monthly inventory, with results communicated to PCM. Any discrepancies must be analyzed and corrected within 10 days. PCM reserves the right to conduct stock audits at any time
- Responsibilities and stock recovery: the procedures are formalized in the specific conditions.

### 10.5.4. Forecast management

Upon request, PCM may provide the Supplier with forecasts to anticipate needs and ensure product availability, understanding that forecasts are non-contractual.

The Supplier commits to analyzing and using these forecasts to anticipate their activities as best as possible: organizing raw material purchases, planning production, and adjusting stock.

Regular monitoring of forecasts and their accuracy will be conducted during periodic reviews between the parties.

## 11. QUALITY OF PRODUCTS / SERVICES & QUALITY PERFORMANCE

### 11.1. Quality performance

#### 11.1.1. Product quality

The Supplier must perform all necessary controls to ensure product quality. It undertakes to alert PCM of any quality variations. Unless prior approval is given by PCM, no features of the Products (reference, design, production process, presentation, material, packaging, etc.) may be modified during serial production.

#### 11.1.2. Traceability

##### a. Description of traceability

The traceability requested by PCM is formalised in the following manner:

- either by the item code ending with the letter T (e.g. N103273014T)
- or by the "Specificity" field completed by the wording "Traceability"
- or by the specifications indicated on the Order, completed "Spec number" field
- or by a detailed request on the Order.

In the case of traceability, the supply of a 3.1 certificate following NF EN 10204 is necessary.

This traceability is implemented by specific marking (if technically possible) performed by the Supplier on each part and each related packaging as requested in the Order, on the plan or in the specifications. This list prioritises the documents. If there is no indication on the marking in the previously mentioned documents, the Supplier must apply the following rule for marking:

PCM item code + PCM Order number + Increment number (001 to 00x, "x" being the quantity ordered).

The Supplier must be able to provide PCM, at first request, with the traceability required and, if necessary, adapt its organisation.

##### b. Communication of traceability certificates

Documentation must be communicated in 2 copies to PCM as follows:

- one copy by email to the following address: [certificats@pcm.eu](mailto:certificats@pcm.eu): the subject of the email should include the following elements
  - o PCM order number - Supplier delivery slip number - PCM item code number
  - o the material batch number must also be added in the case of raw materials (bars, tubes, plate, UPN, casting, chemical products, etc.).
- AND a hard copy version with the delivery slip when the equipment is delivered.

#### 11.1.3. Quality control at the Supplier's plant

PCM or any other company assigned by it may check quality through sampling, during production or before shipping of the Products. If the Checked products are found to be non-compliant, PCM may ask the Supplier to ensure their compliance.

The Supplier cannot refuse PCM, or a company assigned by it, to conduct a verification during production or prior to shipping the Products. Delivery times as set out in article 9.1 may not be extended due to this control.

PCM shall pay for the quality controls and any travel costs for the initial quality control. If PCM or a company assigned by it were required to make an additional control due to non-compliant products, the Supplier shall cover all related expenses.

#### 11.1.4. Supplier audit

PCM or a company assigned by it may, at any time, perform an audit of the system/process/product at the Supplier's premises to ensure that the production of Products is performed by the Supplier in compliance with the provisions of this Agreement and Order. PCM must however give ten (10) working days' notice prior to the start of the audit.

The Supplier shall fully cooperate with these audits.

After an audit, PCM or any company assigned by it shall submit to the Supplier an audit report precisely indicating any potential shortcomings observed, corrective action to be set up, where appropriate, as well as implementation deadlines. Unless the Supplier responds within eight (8) days starting from reception by the Supplier, the aforementioned audit shall be considered as accepted in its entirety by the Supplier. If the Supplier fails to take corrective measures within the set deadlines, PCM shall be entitled to terminate this Agreement by registered letter with acknowledgement of receipt, without prejudice to any damages PCM could claim.

## 11.2. Non-conformity management

In the case, in particular, of:

- a delivery presenting a safety risk;
- a delivery of Products not corresponding to the specifications and/or plans referred to in the Order;
- a delivery of products in poor condition;
- logistical non-conformities covered in Articles 9.1, 9.2 and 9.3;
- early or late delivery of Products with respect to the delivery date agreed in the Order referred to in Article 9.5;
- a different quantity of Products delivered (less or more than the quantity featured in the Order);

PCM may issue a non-compliance report and, where appropriate, refuse all or some of the Products delivered, which may be presented again for reception at the Supplier's expense until acceptance by PCM.

In the event of reception of a non-compliance report, the Supplier undertakes to:

- define and submit, in writing, a remedial action plan within forty-eight (48) hours starting from reception of the non-compliance report as well as an analysis of the cause and of its non-detection;
- monitor remedial and/or corrective actions mentioned in the action plan;
- supply, with the five (5) deliveries following the non-compliant Products, a control report of the criteria defined in the non-compliance report.

Under certain conditions, PCM may accept non-compliant Products, for a determined period of time, by written agreement between the parties.

In such a case, the Supplier shall ask the PCM Quality Department for a dispensation allowing it and the dispensation shall be mentioned on the delivery slip and on the parcel or pallet of the Products affected by the said dispensation.

Any occasional dispensation of non-compliant Products shall not prejudice future acceptance of Products with the same non-compliant features. Any dispensation is liable to lead to invoicing according to the Supplier's responsibility.

If the product is detected to be non-compliant by PCM, the Supplier shall be informed of its availability for collection. The Supplier must then collect it at its own expense, within a deadline of 2 weeks. After this deadline, the non-compliant product shall be scrapped.

Rejected non-compliant products/services shall be considered to be non-delivered. During the replacement delivery, the supplier shall mention the PCM non-compliance report number on the delivery slip (e.g. NCR-2017-1234).

A financial contribution (covering additional costs, sorting and repair, express transport, etc.) may be asked of the Supplier. This shall be calculated in proportion to its responsibility after discussion between the Parties (with a minimal administrative charge of €50).

Non-compliant products/services rejected by PCM may also give rise to the application of penalties as laid down in Article 8.3, after discussion between the Parties.

## 11.3. Social and Environmental Performance

The supplier commits to regularly updating its CSR commitments to account for legislative changes and industry best practices, and to improving the environmental and social impact of its products and services. It will take steps to integrate sustainability criteria into the design of its products/services.

The supplier and PCM commit to collaborating and seeking innovative solutions together to enhance the sustainability of the supply chain.

The supplier agrees that PCM or a designated third party may conduct regular audits of its facilities, production practices, and supply chains to verify compliance with CSR requirements.

The supplier will fully cooperate with the conduct of these audits.

## 11.4. Supplier assessment

The supplier is evaluated annually: score of A / B / C / D is communicated together with an action plan request or indication of areas of progress if necessary.

# 12. SUBCONTRACTING

The Supplier is prohibited from subcontracting all or part of the supply of Products entrusted to it under this Agreement to a third party without prior, written, and express consent from PCM, which PCM reserves the right to refuse.

In all cases, the Supplier shall remain personally responsible for the proper execution of this Agreement for the part or parts that have been subcontracted.

In the event of subcontracting accepted by PCM in the manner outlined above, the performance of the part or parts of this Agreement entrusted to third parties will be carried out under the Supplier's full responsibility, particularly regarding product quality and adherence to deadlines, ensuring PCM that all obligations defined in this Agreement are met.

The Supplier agrees to ensure that its subcontractors comply with the same CSR requirements as those defined in this contract. The Supplier is responsible for the compliance of its subcontractors.

## 13. TRANSFER OF OWNERSHIP AND RISKS

The ownership of Products and Services will be transferred unconditionally to PCM starting from the date of PCM's signature featured on the delivery slip presented by the Supplier.

Risks related to the Products shall however lie with the Supplier until unreserved acceptance of the Products by PCM.

## 14. SUPPLIER'S DECLARATIONS

### 14.1. Financial declarations

The Supplier certifies to be in a healthy legal and financial situation, in such a way that PCM has no reason to fear its failure for the duration of this Agreement.

The Supplier, for the duration of this Agreement, undertakes to develop and diversify its customer base in such a way as not to be economically dependent on PCM. The Supplier undertakes to inform PCM as soon as the turnover made under this Agreement is equal to or greater than twenty-five percent (25%) of its total turnover. This obligation on the Supplier to provide information is an essential condition of this Agreement.

### 14.2. Code of conduct

In accordance with the Supplier Code of Conduct detailed on Appendix, the Supplier certifies that:

- It complies with all applicable legal and regulatory obligations in force in the country of manufacture of the Products;
- It does not knowingly violate local regulations related to the environment, except in the case of a formalized action plan approved by the competent authorities;
- The Products are not, in whole or in part, the result of child labor;
- The employees of the Supplier involved in the manufacture of the Products are of the legal minimum working age in the country of manufacture of the Products. It is specified that if the legal minimum age is less than fifteen (15) years, or if there is no legal minimum age, the employees are over fifteen (15) years old;
- It does not engage in any form of illegal or forced labor;
- Employees are not subjected to physical abuse, threats of physical abuse, insults, or any other form of intimidation, and are not required to leave a cash deposit or their identity documents with their employer;
- The production facility for the Products is secure and offers acceptable sanitary conditions, as well as any accommodation provided (which must be separate from the production and/or logistics areas);
- It complies with its obligations regarding the fight against corruption, both on its own behalf and on behalf of its subcontractors.

## 15. COMPLIANCE WITH SOCIAL LEGISLATION

The Supplier guarantees that it complies with the social legislation to which it is subject. It also guarantees that the Supply will be carried out in accordance with the social legislation in force in the country where the Supply is carried out.

If the Supply is made in France:

- The Supplier commits to complying with social legislation regarding the fight against undeclared work (Articles L. 8222-1 et seq. and Articles R. 8222-1 et seq. of the Labor Code) and foreign labor (Articles L. 8253-1 et seq. and L. 8254-1 et seq. of the Labor Code). Depending on whether the Supplier is domiciled in France or abroad, it commits to providing the Buyer, at the time of the Order and, in any case, before the start of the execution of the Supply, and then every six (6) months until the completion of the Order, either the documents mentioned in Articles D. 8222-5 and D. 8254-1 et seq. of the Labor Code, or the documents mentioned in Articles D. 8222-7 and 8 and D. 8254-3 et seq. of the Labor Code.

- The Supplier further certifies, on its honor, that the employees who will participate in the execution of this Agreement will be regularly employed under Articles L.3243-2, L.1221-10, L.1221-13, and L.1221-15 of the Labor Code.
- In accordance with the provisions of the Labor Code, the Supplier will provide PCM with a sworn statement indicating whether or not it intends to use foreign nationals for the execution of this Agreement, and, if so, certifying that these employees are or will be authorized to perform professional activities in France.
- In accordance with Articles L.4121-1 et seq. of the Labor Code, the Supplier commits to taking the necessary measures to ensure the safety and protect the physical and mental health of workers, including when they are on PCM's site.

The Supplier will be responsible for the management, direction, and compensation of all personnel it engages to carry out this Agreement and the Orders.

## 16. INTUITU PERSONAE AND SUBSTITUTION

This Agreement is governed according to the principle of *intuitu personae* regarding the Supplier, which has been selected for its capability and experience, and in consideration of its person (shareholders and directors).

Accordingly, the Supplier may not assign, subcontract or transfer all or part of its rights and obligations arising out of this Agreement, without prior and written approval from PCM including in the case of a merger, division or partial contribution of assets.

In the event of the transfer, even partial of the company or goodwill of the Supplier, PCM shall be justified in obtaining the termination of this Agreement, without compensation or a need to give notice, by registered letter with acknowledgement of receipt.

In the case of the Supplier taking a direct or indirect stake in rival companies and/or customers of the PCM Group, the latter shall be justified in obtaining immediate termination of this Agreement, without a need to give notice or pay compensation, by registered letter with acknowledgement of receipt.

In the case of the occurrence of any of these events, the Supplier undertakes to inform PCM within seven (7) days by registered letter with acknowledgement of receipt. It should then keep PCM informed of any changes in its situation in such a way that PCM is capable of weighing up any risks it may incur by continuing to work with the Supplier.

## 17. CONFIDENTIALITY AND GDPR

### 17.1. Confidentiality

The Supplier acknowledges that the nature of the information entrusted to it by PCM for the execution of this Agreement and of the Order affects the strategic interests of PCM. The Supplier also recognises that the safeguarding of its interests is the very essence of its partnership with PCM.

This safeguarding necessarily means upholding the confidentiality of information communicated to it by PCM for the execution of this Agreement and of the Order.

The Supplier shall refrain from disclosing to third parties any information relating to PCM or its activities that would not be public knowledge that it learns or receives through its relationship with PCM and the execution of this Agreement and Orders.

Similarly, the Supplier agrees to maintain the strictest confidentiality on the existence and the provisions of this Agreement and of the Orders.

Consequently, for the duration of this Agreement and of the Orders and for the five (5) years following their termination, unless compelled for legal or administrative purposes, it shall refrain from revealing to anyone or communicating to anyone unless it has prior written authorisation from PCM.

This communicated information shall remain the exclusive property of PCM.

At the expiry of this Agreement or of each Order, for whatever reason, the Supplier shall return to PCM all documents in its possession relating to this Agreement and to the Orders upon immediate request from PCM.

The Supplier shall thus be held responsible for any undue disclosure of Confidential Information to a third party by its employees, suppliers, providers or subcontractors. Moreover, the Supplier shall immediately take corrective action against any supplier employee who breaches the confidentiality obligations stated herein.

### 17.2. GDPR

When an order is placed, the parties are liable to receive personal data. They undertake to process such personal data in compliance with law applicable to personal data. More specifically, they undertake to only use personal data for the purposes of supplying products

and/or providing services and, if appropriate, for the purposes of prospecting as per the conditions set out by the law. Personal data shall be kept for the legal authorized duration.

These data may be transferred when required to external service providers in order to supply products and/or provide services. In such a case, the parties shall make sure that the service providers present all the necessary guarantees to ensure the security and integrity of the said data.

Persons whose data are processed are informed of the fact that they have a right of access, rectification, deletion and opposition regarding any personal data concerning them by writing to the following address: dpo@pcm.eu or to the supplier's address, available on request.

## 18. INTELLECTUAL PROPERTY AND NON-COMPETITION

### 18.1. Specific products

PCM remains the sole owner of all intellectual and industrial property rights attached to the Specific Products it has created and/or developed and to the products on which it owns intellectual and industrial property rights, the production of all or part of which it entrusts to the Supplier.

PCM shall also and automatically acquire, as and when this Agreement and Orders are executed, all intellectual and industrial property rights attached to the Specific Products created and developed directly or indirectly by the Supplier for PCM only and, as such, exclusively, without the payment of additional remuneration to that provided for in Article 8. This transfer is agreed by the Supplier on all inventions, patents, designs and models, know-how, brands, whether filed or in the process of filing, all copyright such as reproduction, representation and adaptation rights, for the whole legal term of copyright, if applicable, for the whole world; on all media (paper, IT file, digital, magnetic, etc. and in particular in the form of source and binary codes and related documentation if it is software) by all known or future means. The Supplier undertakes to obtain prior transfer of rights from its employees needed to ensure compliance with the commitments made within the framework of this Agreement and supply all documents needed to confirm that transfer before any organisation or third parties.

The Supplier guarantees undisturbed enjoyment of intellectual and industrial property rights pursuant to Article 15.1 hereto and declares that these rights do not affect those of third parties. The Supplier shall guarantee and compensate PCM in the event of legal action by any third party in connection with intellectual property rights pursuant to Article 15.1 hereto, including reasonable legal costs.

In cases where execution of this Agreement or of the Order would incur the possible filing of a patent, PCM shall be the only one qualified to perform such a filing, at its initiative and at its own expense.

The Supplier undertakes not to make and/or market or have made and/or marketed on its behalf or that of a third party any Specific Products unless it has obtained express prior and written approval from PCM.

### 18.2. Standard products

The Supplier remains the sole owner of all intellectual and property rights attached to Standard Products.

The Supplier formally guarantees PCM against any disorder, complaint, eviction or claim regarding intellectual property rights attached to Standard Products. In this hypothesis, the Supplier shall cover all legal costs and all damages to which PCM could be sentenced in court or any other compensation that it could be led to pay, particularly within the framework of a transaction or mediation related to contentious Standard Products.

In the event of action taken by a third party regarding intellectual property rights attached to Standard Products, the Supplier shall undertake to obtain for PCM the right to continue to use the Standard Products without generating any kind of additional costs for PCM.

If the third party wins the case, the Supplier shall, at its own expense and within the shortest possible time, without prejudice to reparation of the damage suffered by PCM due to this, either:

- obtain the right for PCM to continue to use Standard Products;
- modify Standard Products by replacing the infringed element by an equivalent non-infringed element;
- completely replace the infringed Standard Products.

This guarantee shall remain in force for a period equal to the duration of the protection of intellectual and industrial property rights, namely copyright.

In such a case, PCM may nevertheless terminate this Agreement, without prejudice to any damages that it could claim from the Supplier due to the loss suffered.



## 19. LOAN OF TOOLING AND MOULDS

PCM may provide the Supplier with tooling and molds, which will be held in deposit by the Supplier.

In this case:

- The Supplier acknowledges receipt of the tooling and molds in good working condition;
- The Supplier commits to using the tooling and molds exclusively for PCM's benefit;
- Any damage to the tooling requiring maintenance action will be reported by the Supplier to PCM, along with all supporting documentation; maintenance actions will be anticipated to avoid any delivery delays and/or non-conformities;
- The tooling and molds remain the full and sole property of PCM; in the event that the Supplier is subject to a reorganization or liquidation procedure, PCM's ownership rights over the tooling and molds will not be affected, and PCM shall not be deprived of its right to use the tooling and molds as it sees fit;
- PCM reserves the right to recover the tooling and molds at any time, and under no circumstances will the Supplier be entitled to oppose this. The Supplier commits to returning the tooling and molds in the same condition as when they were received;
- The legal custody of the tooling and molds is entrusted to the Supplier, who assumes the obligations of any depositary, in accordance with Articles 1915 and following of the Civil Code.

The risks of loss or damage associated with the tooling and molds, as well as the financial consequences of any damage of any kind that such tooling and molds may cause, will be transferred to the Supplier by the effect of this Agreement, from the date when the tooling and molds are delivered to the Supplier.

## 20. WARRANTY AND SUPPLIER'S LIABILITY

### 20.1. Product warranty

The Supplier guarantees that the Products comply with the specifications and requirements agreed in the Order, that they are adapted to the specific destinations expected by PCM, have no design fault, no material fault and production fault, fully satisfy the requirements expected by PCM and meet all legal requirements and applicable standards, especially in terms of safety.

Unless otherwise stipulated in the Order, the Supplier guarantees the Products and their expected outcome for a period of two (2) years, starting from their delivery date. Complaints made under the terms of this warranty shall suspend the warranty period until repair of the defect by the Supplier and the warranty period shall be extended by the equivalent repair time.

Warranty covers parts, labour, transport and travel expenses. It also includes dismantling, handling, customs and part re-assembly costs and for Works, demolition and repeat performance of the Works. This warranty clause does not prejudice the reparation of any damages caused to the Buyer.

Unless otherwise agreed between the Parties, any replacements or repairs of the Supply in respect of the guarantees provided by this Article must be performed within a maximum period of forty-five (45) days starting from the written notification by the Buyer of the defect or malfunction.

Unless otherwise agreed between the Parties, during the warranty period, the Supplier undertakes to intervene at the PCM site free of charge within two (2) days in order to repair within five (5) days, starting from written notification by the Buyer.

Any replaced or repaired product or any corrected service shall be guaranteed, under the same conditions as above, until expiry of the warranty period and at least for a period of six (6) months starting from the intervention date. Should the Supplier not execute its warranty obligation, the Buyer reserves the right to perform or have performed by third parties any work required, at the Supplier's expense.

### 20.2. Supplier's liability and insurance

The Supplier shall be responsible for a direct, indirect, incidental, special and consequential damage, which includes the shortfall suffered by PCM due to late deliveries, defective Products or any other shortcomings of the Supplier in the execution of the Order.

In any case, no inspections, approvals or acceptance of the Products shall constitute a release Supplier from its liability for damages, defects or other shortcomings to satisfy the terms of the Order.

The Supplier must take out and maintain, for the term of this Agreement and Order, all insurance policies needed to cover civil liability risks related to the execution of this Agreement and Order and aimed at covering bodily, material and intangible damage, consecutive or not, that may be caused by the Products.

With the first order, the Supplier must send to PCM all insurance certificates proofs of its satisfied the terms of this Agreement.

In addition, the Supplier must produce annually, as long as its contractual obligations remain, all policy renewal certificates until their maturity. In case of insufficient coverage, the Buyer is entitled to demand that the Supplier takes out additional insurance cover.

It is specified that sub-limitations and excesses contained in insurance policies taken out by the Supplier may not be claimed from the Buyer.

Neither the submission of insurance certificates by the Supplier nor the content of insurance policies taken out shall constitute any limit of the Supplier's liability.

### **20.3. Product end-of-life**

The Supplier undertakes to deliver Products, their parts or components for repair, maintenance or development for the scheduled duration of the Order, including the warranty period, and also undertakes to ensure that their production and distribution are not interrupted for 5 years after the last delivery date.

Should the Supplier decide to terminate production of all or part of the Products, the Supplier must inform PCM at least six (6) months before the effective end of life of the Products so that PCM can place complementary orders and/or search for a replacement supplier or replacement products. In this respect the Supplier shall assist PCM in its search for a replacement supplier or replacement products.

### **20.4. Supplier's liability in the case of a breach of economic sanctions or any other export control**

In all cases, no inspections, approvals or acceptance of products can exonerate the Supplier from its liability for breaches of international or national economic sanctions and export control regulations.

PCM reserves the right to demand reparation from the Supplier in the case of a breach in the provisions listed above, in the case of a fault.

## **21. CANCELLATION OF ORDER**

### **21.1. For a breach by a party of its obligations**

In the case of a breach by either of the Parties of one of its obligations laid down in an Order and continuing for a period of fifteen (15) days starting from the receipt of a registered letter stating the breach(es), the non-defaulting Party may be entitled to cancel the Order, without prejudice to the damages it may claim as reparation of the loss suffered from the said contractual breaches.

In cases of cancellation of the Order by the Buyer due to the fault of the Supplier, the Buyer reserves the right to execute or have executed all or part of the Order at the Supplier's expense. In this respect, the Supplier undertakes, by request of the Buyer, to communicate to the latter or to any third party designated by the latter any information needed to cancel the Supply.

### **21.2. For convenience**

PCM may cancel an Order, fully or partly, subject to giving a thirty (30) day notice by registered letter with acknowledgement of receipt to the Supplier and paying for any Products delivered as of the date of notice that have been accepted by PCM as conforming products.

### **21.3. In all cases of termination**

The Supplier must return at its expense and within a week to the Buyer all Entrusted Goods and Documentation still in its possession.

Each Party shall be required to comply with its contractual obligations until the effective termination date, without prejudice to any damages that the complainant may obtain due to non-execution, by the defaulting Party of its obligations contained in contractual documents.

In addition, if the Supplier is the single source for the Buyer, the latter may postpone the effective date of termination until the implementation of an alternative source, in which case, the Supplier undertakes to execute the Orders under contractual conditions.

## **22. UNFORESEEN EVENTS AND FORCE MAJEURE**

### **22.1. Unforeseen events clause**

In light of article 1195 of the French Civil Code, in the case of the occurrence of an event outside the control of the parties and compromising the balance of the contract to such a point as to make the execution of its obligations damageable to one of the parties,

the parties agree to negotiate in good faith to modify Particular Conditions, subject to giving a three (3) month without interfering on order management.

The following events would be covered by this: variation of the price of raw materials, modification of customs duties, modification of exchange rates, a change in the law.

In the case of a failure of negotiations, the parties agree to call on a mediator appointed by them or a conciliation arbitrated by the President of the competent Commercial Court.

## 22.2. Force majeure

None of the parties to this contract may be held liable for any delay or failure to execute one of their obligations under the contract if such a delay or failure is directly or indirectly caused by a case of *force majeure*, understood here in the broad sense of French case law such as: occurrence of a natural disaster; earthquake, storm, fire, flooding, etc.; conflict, war, attacks, labour conflict, total or partial strike at the Supplier's, Customer's or suppliers, subcontractors, service providers, carriers, postal services, public services, etc.; imperative injunction by the public authorities (ban on importing, embargo); operating accidents, machine breakage, explosion.

Each party shall keep the other informed, immediately, of the occurrence of a case of *force majeure* of which it is aware and which, in its opinion, is likely to affect the execution of the contract. The parties must work together as soon as possible to examine, in good faith, the consequences of the force majeure and agree together on the measures to be taken.

## 23. MISCELLANEOUS PROVISIONS

### 23.1. Electronic Signature

The Parties have decided to implement a document digitization process to facilitate their relationship, particularly for the transmission and signing of contractual documents. This process relies on the use of an electronic signature solution to ensure the identification of the signatory, the integrity of the signed document, the link between the signatory and the contract, as well as their consent to the content of the contract. By using this solution to sign this amendment, the Parties acknowledge the legal value of the contractual document and fully express their consent to the obligations arising from it.

### 23.2. Transfer of the contract

PCM will be entitled to freely transfer or transmit, at any time, all or part of its rights and obligations under this Agreement or any resulting advantage or interest to its subsidiaries, affiliate companies or member of the same group or to any company directly or indirectly controlled by PCM, without prior agreement from the other party to this contract and namely in the case of merger, demerger, absorption, partial contribution of assets, sale.

### 23.2. Amendments

This Agreement may not be amended and/or waived in any way by the Parties, except in a writing executed by the Parties.

### 23.3. Entirety

This Agreement and any appendices and amendments signed in compliance with the provisions of this Agreement represent the entirety of the agreement between the Parties and replace all prior discussions, negotiations and agreements between them, as to the purpose of this Agreement. Consequently, the Parties shall not be bound by the terms, conditions, guarantees or declarations contained in the documents other than this Agreement and its possible appendices and amendments signed in compliance with the provisions of this Agreement.

### 23.4. Titles

The titles of the articles of this Agreement should allow the identification of the said Articles. If there is a difficulty of interpretation between any of the titles heading each article and of any of the articles, the titles shall be declared non-existent.

### 23.5. Contractual autonomy

The invalidity or unenforceability of any of the provisions of this Agreement shall not impose the invalidity of any other provisions which retain all their force and scope.

However, Parties may, by common agreement, agree to replace the invalid stipulation(s).

### 23.6. Waiver

If a Party does not exercise a right set out in this Agreement, it will not be considered to have waived it, unless specifically stated in writing by the Parties.

### 23.7. Appendices:

Appendices and the preamble to this Agreement are an integral part of this Agreement and have a mandatory character in the same way as the Agreement itself.

## 24. APPLICABLE LAW AND COMPETENT COURT

This Agreement is governed by French law.

By mutual agreement, the Parties may agree to resort to the use of mediation before referral to the Court.

The Parties expressly agree that in the absence of an amicable agreement, the Commercial Court of Nanterre shall be exclusively competent to rule on the dispute related to the formation, interpretation, execution or non-execution of this Agreement.

# APPENDIX – TEMPLATE OF PURCHASE ORDER & ACKNOWLEDGEMENT OF RECEIPT

## TEMPLATE OF PURCHASE ORDER

PCM order number

keep it moving

**BON DE COMMANDE**  
PCM Manufacturing France S.A.S.

PCM Manufacturing France S.A.S.

Référence PCM : P0070-24-07602  
N° avenant : 0  
Date cde : 21/06/2024  
Code fournisseur : S13001487  
Référence fournisseur :

**CONTACT PCM**

Nom : [redacted]  
Fonction : [redacted]  
Email : [redacted]  
Téléphone : [redacted]

Fournisseur

[redacted]  
[redacted]  
[redacted]  
[redacted]

**CONTACT FOURNISSEUR**

Nom : [redacted]  
Fonction : [redacted]  
Email : [redacted]  
Téléphone : [redacted]

Destination finale

**PCM MANUFACTURING FRANCE SAS**  
62 rue de la gare  
49123 CHAMPTOCE SUR LOIRE - France

ADRESSE DE FACTURATION

**PCM MANUFACTURING FRANCE SAS**  
service comptabilité  
62 rue de la gare  
49123 CHAMPTOCE SUR LOIRE - France

**La réception fournisseur sera fermée du 05/08/24 au 16/08/24**  
Réception fournisseurs (chauffeurs) : ouverture de la réception de 7h30 à 12h00.

Ligne	Article	Désignation	Date Demandée	Qté Commandée	Prix net	Total Net
1	K-00	SUPPORT Origine FR Plan : K-000168-009 - Révision n° : C Matière (NF / Nombre) : X2CrNi18-9 / 1.4307 / 304L/00Cr19N Cahier des charges : 1.005 - Réalisation des chassis mécano-soudés et des tuyauteries alimentaire / Manufacture of the frames and food pipings DATE MAX 21/06 CZ018	21/06/2024	1,00 UN	258,81	258,81

Devise	EUR	Incoterm	DAP CHAMPTOCE SUR LOIRE	Total ligne	258.61 EUR
Mode de livraison	Vir SEPA 30 jours FM	TOTAL HT		258.61 EUR	
Condition paiement		TOTAL TAXE		51.72 EUR	
Type d'emballage		TOTAL TTC		310.33 EUR	

COMMANDE SELON LES CONDITIONS GENERALES D'ACHATS : <http://pcm.eu/fr/groupe-pcm/bienvenus-dans-l-espace-fournisseurs-pcm>

ACCUSE DE RECEPTION DE COMMANDE A COMMUNIQUER A PCM SOUS 48 HEURES (ARTICLE 4)

PAYS D'ORIGINE DES PRODUITS A MENTIONNER SUR ARC (ARTICLE 9)

AUCUNE LIVRAISON EN PORT DÙ ACCEPTEE

PCM Manufacturing France S.A.S.  
SAS au capital de 25 000 000,00 EUR RCS Nanterre 803933399 SIRET: 80393339900013 - APE 2813Z - TVA FR66803933399  
6 Boulevard Bineau, 92300 LEVALLOIS PERRET, France - T: (+33)177563129  
www.pcm.eu - E-mail: contact@pcm.eu

20 / 27

**SUPPLIER ACKNOWLEDGED RECEIPT OF ORDER**

Reminder of PCM  
Purchase Order

Votre Cde N° : [redacted]

PCM MANUFACTURING  
[redacted]  
[redacted]  
[redacted]  
Livraison à :  
PCM MANUFACTURING

Accusé de réception de commande n° [redacted] du 23/10/2017

Ligne	Libellé	Délai Cde	Délai Acc	Qte Cde	Qte Acc	Prix Cde	Prix Acc
1	Ref: [redacted] Plan: [redacted] Désignation: [redacted]	03/11/2017	15/11/2017	2	2	69,27	69,27
2	Ref: [redacted] Plan: [redacted] Désignation: [redacted]	03/11/2017	15/11/2017	1	1	69,27	69,27
3	Ref: [redacted] Plan: [redacted] Désignation: [redacted]	13/11/2017	13/11/2017	1	1	280	280
4	Ref: [redacted] Plan: [redacted] Désignation: [redacted]	13/11/2017	15/11/2017	1	1	753,1	753,1

Line numbers

Conditions régl. : [redacted]  
virement  
Conditions emba. : [redacted]  
conditions port. : [redacted]

Confirmation of  
sales conditions

Confirmation  
of delivery  
times

Confirmation of  
quantities

Confirmation of  
prices

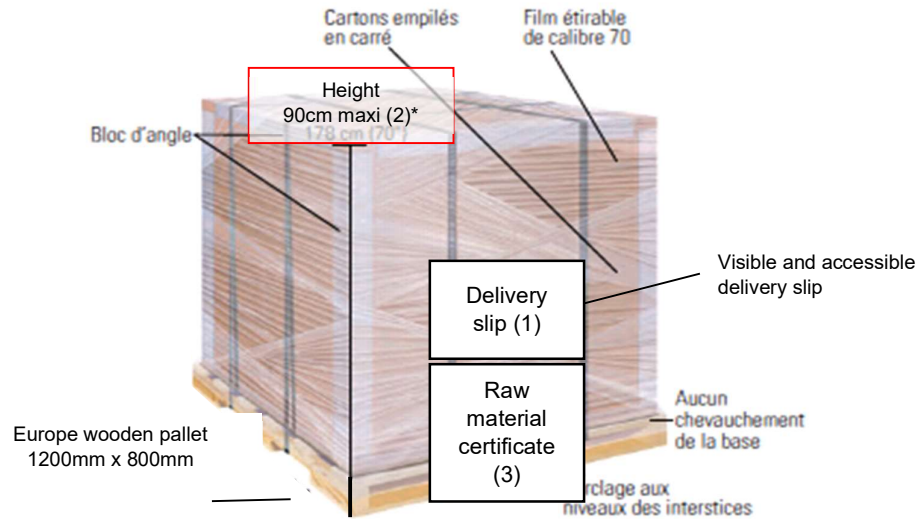
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Mail : [redacted]

## APPENDIX – PACKAGING AND LOGISTICS

This Appendix defines the additional requirements linked to packaging and logistics. Any delivery not complying with these packaging rules will be considered as non-compliant.

### 1. Basic rules

All packaging must comply with the basic rules below:



- (1) Delivery Notes: Delivery notes must be visible and accessible without unpacking the pallet. Delivery notes placed inside the box or not accessible upon receipt will be rejected.
- (2) Pallet Height: Maximum height of 900 mm, except for chemical products/category 3B, which have a maximum height of 1100 mm.
- (3) Material Certificate: Applicable to all raw materials.

The following types of packaging are not accepted:

- Pallets: Cardboard and plastic pallets are prohibited. Pallets that do not allow handling with a stacker (e.g., those with skids on the width) are also prohibited.



- **Bracing**: Any non-solid bracing is prohibited, including following examples (non exhaustive list)

**Polystyrene flakes**: Prohibited



**Shredded paper/cardboard**: Prohibited






## 2. Categories of PCM packaging

Categories of PCM packaging are defined with the aim of standardising packaging according to the product type. Each packaging category is defined by a number (type of packaging) and a letter (additional PCM specifications).




The types of packaging categories defined are as follows:





- **Category PCM 1:** Products delivered in bundles/pallets/chassis
- **Category PCM 2:** Products delivered on reels
- **Category PCM 3:** Chemicals and hazardous substances
- **Category PCM 4:** Products whose packaging dimensions are not standard (not on a 120 x 800 mm pallet)
- **Category PCM 5:** Products delivered in boxes (small parts and weighing < 25 kg)




Packing categories are defined by the following requirements:

Categories of PCM packaging	General requirements	Additional requirements	Visual
<b>1A</b> Bars/tubes < 1200mm	Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>UIC 435-2 standards and AQF 335 rail quality assurance.</i>	<ul style="list-style-type: none"> <li>• <b>Length &lt;50 mm</b> Fixed collar on pallet Parts not held by sling</li> <li>• <b>50 to 1200 mm in length</b> Fixed collar on pallet Parts held by sling Parts held by metal strapping</li> </ul> If diameter between 20 and 100 mm: 5 rods maximum If diameter greater than 100 mm: 3 rods maximum	
<b>1B</b> Bars/tubes > 1200mm	Parts held by sling (straps)	<ul style="list-style-type: none"> <li>• <b>1200 to 6000 mm in length</b> If diameter between 20 and 100 mm: 5 clusters maximum If diameter greater than 100 mm: 3 clusters maximum</li> <li>• <b>Length &gt; 6000mm</b> Parts held by metal strapping and filming at the ends Clusters of 6 to 8 bars maximum</li> </ul>	 



Category of PCM packaging	General requirements	Additional requirements	Visual
<p><b>1C</b> Casting Machining</p>	<p>Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>UIC 435-2 standards and AQF 335 rail quality assurance.</i></p> <hr/> <p><b>Or maritime packaging type:</b> SEI 4C: Full crate under sealed and waterproofed cover</p>	<p>Stored parts with insert in fine wood Pallet under shrink film Pallet held by metal strapping Protect machined areas</p> <hr/> <p>Or pallet + collar with shrink film Protect machined areas</p>	
<p><b>1D</b> Appearance part Stainless steel, precise dimensional requirement (boiler making / plastic, etc.)</p>	<p>Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>UIC 435-2 standards and AQF 335 rail quality assurance.</i></p> <hr/> <p><b>Or Maritime packaging type:</b> SEI 4C: Full crate under sealed and waterproofed cover</p>	<p>Part in boxes, separated individually with appropriate unit protection (bubble wrap, protective foam, other protections validated beforehand by PCM) <b>Identification (item code) ON each individual packaging</b></p> <hr/> <p>The delivery slip must be visible without unpacking</p>	
<p><b>1E</b> Electric motors, geared motors, valves, control cabinets or any metal part with sensitive machined parts requiring protection from corrosion and dust.</p>	<p>Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>UIC 435-2 standards and AQF 335 rail quality assurance.</i> Full-walled crate</p> <hr/> <p><b>Or Maritime packaging type:</b> SEI 4C: Full crate under sealed and waterproofed cover</p>	<p>Individual packing: - double corrugated cardboard - plastic packaging</p> <p>Filming and strapping onto the pallet Parts not stacked</p>	

Categories of PCM packaging	General requirements	Additional requirements	Visual
<p><b>2A</b> Cables</p>	<p>Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>NIMP 15, UIC 435-2 standards and AQF 335 rail quality assurance.</i></p>	<p>Reel fixed on the pallet &gt; 20 m in length  Plasticised coil for cable &lt; 20 mm in length</p>	
<p><b>3A</b> Liquid Oil</p>	<p>Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>NIMP 15, UIC 435-2 standards and AQF 335 rail quality assurance.</i></p> <hr/> <p><b>Or Maritime packaging type:</b> SEI 4C: Full crate under sealed and waterproofed cover</p>	<p>Cannisters up to 5L grouped into boxes and wedged to avoid impacts  Cannister &gt; 5L filmed and strapped to the pallet</p>	
<p><b>3B</b> Powder Granules Non-liquid chemical products</p>	<p>Europe pallet 800 x 1200 mm Approved and marked EURO - EPAL <i>UIC 435-2 standards and AQF 335 rail quality assurance.</i></p> <hr/> <p><b>Or Maritime packaging type:</b> SEI 4C: Full crate under sealed and waterproofed cover</p>	<p>One reference per pallet (<b>risk of incompatibility</b>) Bags positioned on pallet(s) If exceeding 50 cm in height, filming is required. <b>MAXIMUM HEIGHT 1100 MM</b></p>	
<p><b>4A</b> Outsized part &gt; Europe pallet dimension  (excluding rounds and tubes)</p>	<p>Pallet or wooden crate adapted to the dimensions of the part so that it does not stick out.</p> <p><b>The load should be balanced and the pallet fitted with soles (100 mm) for take-up and handling with a forklift truck.</b> <b>The maximum weight must be &lt; 5 tonnes</b> <b>The centre of gravity identified</b></p> <hr/> <p><b>Or Maritime packaging type:</b> SEI 4C: Full crate under sealed and waterproofed cover</p>		

Categories of PCM packaging	General requirements	Additional requirements	Visual
<p><b>4B</b> Base, Retention Tray</p>	<p>The load must be balanced and positioned on a Euro pallet for handling and transport with a forklift.</p> <p>The maximum weight per package must be less than 2T.</p> <p>Each package must be strapped.</p>	<p>The center of gravity must be identified. Maximum load packaging height: 110 cm, including the Euro pallet.</p> <p>If two items are in the same package, they must be separated by a spacer of at least 100 mm.</p> <p>Each item must be identified with the PCM reference using weather-resistant labels suitable for outdoor storage.</p>	
<p><b>4C</b> Small Pallets</p>	<p>Pallet or wooden crate adapted to the product's dimensions. The product must not exceed the pallet width or length.</p> <p>Pallet or wooden crate must have a minimum width of 800 mm for forklift handling.</p> <p>Alternatively, maritime packaging type <b>SEI 4C</b> -Fully enclosed crate with a waterproof cover and desiccant..</p>		
<p><b>5A</b> Parcel Small parts and low weights (Screws, gloves, seals, etc.)</p>	<p>Europe pallet 800 x 1200mm if the total weight is greater than 25kg</p> <p>Excluding pallet if weight is less than 25 kg</p>	<p>It should be possible to handle the box manually with weight less than 20 kg</p> <p>The delivery slip must be visible without unpacking</p> <p>Small / Medium / Large / Extra-Large open-front storage box"</p>	 

## APPENDIX – SUPPLIER CODE OF ETHICS

### PCM Group Supplier code of ethics

The PCM Group Supplier Code of Ethics (the 'Code') sets out PCM's ethical, social and sustainability expectations for our suppliers. By adhering to the Code, suppliers commit to respecting ethical standards and our core values to drive supply chain change.

The PCM Supplier Code of Ethics is a variation of the [PCM Group Code of Ethics](#), in line with the Responsible Purchasing & Supplier Relations Charter.

#### 1. Ethical commitment

##### 1.1 Integrity and transparency

Suppliers undertake to conduct themselves honestly, transparently, and ethically in all their business activities. They shall:

- **Honesty:** Presenting true and complete information about their products and services.
- **Transparency:** Communicate openly about commercial practices and production conditions.
- **Fight against corruption:** Refuse and denounce any form of corruption, bribery or undue advantage.

##### 1.2 Conflict of interest

Suppliers undertake to avoid situations where their personal or financial interests could conflict with those of our company. Any potential conflict of interest must be reported immediately.

#### 2. Social responsibility

##### 2.1 Human and labour rights

Suppliers undertake to respect the fundamental rights of their employees and to comply with international labour standards. In particular, they must:

- **Non-discrimination:** Treat all employees fairly, without discrimination based on origin, gender, age, religion or any other personal characteristic.
- **Work conditions:** Provide safe, healthy and respectful working conditions, and guarantee working hours and wages in accordance with local laws.
- **Forced labour and child labour:** Strict prohibition of forced labour, child labour and all forms of servitude.

##### 2.2 Freedom of association

Suppliers undertake to respect the right of employees to organize freely and to bargain collectively.

#### 3. Environment

##### 3.1 Environmental protection

Suppliers undertake to reduce their environmental impact by adopting sustainable practices. They must:

- **Reduction of emissions:** Implement measures to reduce greenhouse gas emissions.
- **Waste management:** Adopting effective waste management practices, including the reduction, recycling, and safe disposal of waste.
- **Conservation of resources:** Use natural resources responsibly and efficiently.

#### 3.2 Ecological Products and Services

Suppliers are committed to developing and offering products and services that have a reduced environmental impact throughout their life cycle.

#### 4. Compliance and Respect for the Law

##### 4.1 Compliance with laws and regulations

Suppliers undertake to comply with all local, national, and international laws and regulations applicable to their activities. This includes, but is not limited to, health and safety, environmental, human rights and trade laws.

##### 4.2 Fair trade

Suppliers undertake to respect the principles of fair trade, ensuring that all commercial transactions are carried out in a fair and equitable manner.

#### 5. Monitoring and Continuous Improvement

##### 5.1 Assessments and Audits

The PCM Group reserves the right to carry out evaluations and audits of suppliers' performance in terms of compliance with this Code. Suppliers undertake to cooperate fully with such assessments and to provide the necessary information.

##### 5.2 Continuous Improvement

Suppliers are encouraged to take a proactive approach to continuous improvement in their ethical, social and environmental practices.

#### 6. Implementation and Consequences

##### 6.1 Communication and Training

Suppliers shall ensure that this Code is communicated to all relevant employees and subcontractors. They also undertake to provide the necessary training to ensure understanding and effective implementation of this Code.

##### 6.2 Non-compliance with the Code

Failure to comply with this Code may result in corrective action by PCM, up to and including termination of the commercial relationship.