

## GENERAL TERMS AND CONDITIONS OF SALE 2023

### **ARTICLE 1 – CONDITIONS OF APPLICATION**

Unless otherwise specified in writing, PH-CH's sales are made under the conditions described herein, which prevail over any other document issued by the customer. The provisions of these general terms and conditions of sale are freely negotiable but cannot be amended, without PH-CH's express written agreement, by contrary stipulations contained in the customer's general terms and conditions of purchase or any other document.

### **ARTICLE 2 – ORDERS RECEPTION AND ACCEPTANCE**

PH-CH's salespeople and self-employed commercial agents do not have the power or capacity to bind PH-CH. As a consequence, any order placed by a customer shall only become final and the sale considered definitely concluded upon acceptance or in the absence of any objection from PH-CH 14 days after receipt of the order. The orders shall in any case respect the PH-CH packaging, no modification of the packaging or no mixing of products within a packaging being possible. The products being, by their nature, limited in quantity, PH-CH reserves the right to reduce the quantity of any order in the event of a stock shortage or in compliance with a unilateral quota measure, after having notified the customer in writing, without this giving rise to any right to damages of any kind. Any order that has not been contested by PH-CH under the above conditions may not be subsequently modified, cancelled or postponed, even if a deposit has been paid at the time of the order, unless PH-CH has given its express written consent.

### **ARTICLE 3 – DELIVERIES TIMES**

The delivery times are indicative and are always for products to be shipped from PH-CH's cellars or warehouses, whatever the methods of transportation and the payment of transportation costs.

Any delay in delivery shall in no event constitute grounds for cancellation of the order or refusal of delivery and shall in no event give rise to the payment by PH-CH of any damages, penalties for delay, indemnities or costs of any kind, even if the contrary was provided for in the customer's documents.

### **ARTICLE 4 – RECEIPT, NON-COMPLIANCE**

Upon delivery of the products, the customer shall check the quantity and the condition of the products.

Any complaint or reservation shall be communicated by the customer to the carrier by registered letter within 72 hours from the products' receipt. After this period of time, the products are deemed to be in conformity with the order and no claim will be accepted by PH-CH, which will be released from any responsibility for the non-conformity and quantity of products delivered. The transfer of the risks to the customer occurs upon delivery of the products.

### **ARTICLE 5 – PRICE**

The prices mentioned on the price lists, catalogs or any other document issued by PH-CH are non-binding and without guarantee of duration. PH-CH reserves the right to modify the price of its products at any time, it being specified that in the event of a price variation, the price applicable will be the price in force at the date of the receipt of the order.

Unless otherwise indicated, all PH-CH prices are ex PH-CH warehouses.

### **ARTICLE 6 – PAYMENT AND DEFAULT**

The products are invoiced as soon as collected by the client from the warehouse. The payment is made by transfer or cheque, the price being payable to the address mentioned on the invoice. Payments made to third parties or intermediaries are made at the customer's risk. The first order shall be paid upon confirmation of the order, prior to the collection of the products.

Payment of the invoices shall be made within a 30-day period from invoice date. There is no applicable discount for early payment. In case of risk of insolvency of the client, PH-CH reserves the right to require payment guarantees, either prior to the order's acceptance, or prior to the delivery date.

Without the requested payment guarantees by the customer, PH-CH may, in the first case, refuse the order and, in the second case, suspend or terminate it.

Any set-off or deduction made unilaterally by the customer on any sum due to PH-CH is prohibited and shall be considered as a default of payment.

Failure to pay the price in full or in part by the due date specified herein and mentioned on the invoices shall result for the customer in a late payment penalty calculated month by month on the basis of capitalizable interest, at a rate equal to three times the legal interest rate in force on the due date of payment and a fixed fee of forty euros for recovery costs. In case of default of payment, any sum remaining due by the customer to PH-CH will become immediately payable.

Furthermore, any delay in payment shall entitle PH-CH to suspend the execution of all other orders in progress without the customer being able to claim any damages or compensation of any kind.

The customer shall reimburse PH-CH for all costs incurred for the collection of unpaid amounts, including a fixed indemnity equal to 10% of the amount of the outstanding amounts, without excluding any other damages.

The claim of PH-CH's warranty obligation or any other claim of any kind that the customer may have on the products sold by PH-CH, in particular in case of lack of conformity, shall not allow under any circumstance, to withhold or delay payments due.

Failure to pay invoices on time will result in the loss of all discounts, rebates or refunds not yet paid on the day the failure to pay is established.

### **ARTICLE 7 – COMMERCIAL COOPERATION**

Commercial services rendered by the customer to PH-CH to promote the products shall be subject to an invoice issued by the customer, which shall comply with the provisions of Article L 441-9 of the French Commercial Code.

PH-CH will refuse any invoicing by the customer for commercial services which it has not been previously accepted and agreed upon.

PH-CH also reserves the right to suspend payment of all deferred price reductions and commercial cooperation services provided by the customer if this latter fails to make full payment of all sums due to PH-CH and payable before the date on which the deferred price reduction or service is to be paid.

PH-CH reserves the right to interrupt the deliveries of customers who do not respect all the legislative and regulatory French provisions inherent to economic law, particularly with regard to resale at a loss.

#### **ARTICLE 8 – GUARANTEES AND RESPONSIBILITIES**

PH-CH makes every effort to market products that are irreproachable in terms of both presentation and quality.

In order to preserve all their qualities to the products, PH-CH recommends to the customers to store the products in a place allowing a good conservation and in particular in a fresh place (+10 to +14°) protected from light, sun, bad weather and variations of temperature.

PH-CH shall not be held liable if the products sold are stored in abnormal conditions or conditions incompatible with their nature, and in particular in the event that the customer fails to comply with transport and storage conditions.

PH-CH guarantees its products against any defect or fault in accordance with articles 1641 and following of the French Civil Code, to the full extent permissible by the applicable law.

PH-CH's warranty is strictly limited to the obligation to replace or reimburse defective or faulty products and it is expressly stated that PH-CH shall in no event be liable for any damages of any kind whatsoever and for the payment of any expenses whatsoever, due to defects or faults in the products sold by it.

#### **ARTICLE 9 – RETENTION-OF-TITLE CLAUSE**

Until full payment of the price in principal, expenses and accessories, PH-CH reserves the property of the products ordered.

The customer which has the products in custody, undertakes to keep them in perfect condition and to allow their identification and claim at any time, it being specified that the products in the customer's stock are irrefragably deemed to be the unpaid products.

In case of seizure or any other intervention of a third party on the products, the customer must imperatively inform PH-CH as soon as possible in order to allow it to oppose and to preserve its rights.

The customer is also prohibited from pledging or transferring as security the ownership of products not fully paid.

#### **ARTICLE 10 - DOCUMENTS ACCOMPANYING THE PRODUCTS**

For sales of products within the European Union (EU) territory, in accordance with the applicable EU legislations, the documents accompanying the products shall be filed by the customer in accordance with the legal deadlines to the competent local tax authorities in the country of destination in order to avoid the payment of fines or the reclaiming of taxes not due. In the event of customer failure, PH-CH reserves the right to demand reimbursement from the customer of any duties or fines it has incurred and to apply, as a penalty clause, compensation equal to 10% of the amount of said duties or fines, without prior notice.

#### **ARTICLE 11 - RESALE OUTSIDE THE EEA**

Orders for resale outside the European Economic Area and Switzerland shall specify quantities, country of destination and name of recipient. PH-CH reserves the right not to accept them. The customer shall not export them directly or indirectly outside the EEA or Switzerland without PH-CH's written consent. In the event of non-compliance with this stipulation, PH-CH reserve the right to immediately suspend deliveries and to bring action for damages against the customer.

#### **ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS**

The customer undertakes to respect and not to infringe the intellectual property rights of PH-CH (brand, trade name, copyright etc.). In this respect, the customer undertakes to not modify the presentation of the products and their packaging.

The customer undertakes to inform PH-CH, as soon as it will have knowledge of it, of any act of unfair competition or any attack carried to the rights of intellectual property of PH-CH on the products.

#### **ARTICLE 13 – EXTENDED PRODUCER RESPONSIBILITY (REP)**

PH-CH's unique identifiers, as referred to in Articles L. 541-10-13 and R. 541-173 of the French Environmental Code are as follows:

Ressortissant du Comité Champagne (SIRET 78038582900012)

Titulaire de l'identifiant unique FR246127\_01QEKR

#### **ARTICLE 14 – COMPETENT COURT - APPLICABLE LAW**

The present general terms and conditions of sale and the sales made by PH-CH are governed by French law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

By express agreement between the parties, the Commercial Court of Reims (France) will have sole and exclusive jurisdiction for all disputes or procedures related to the formation, execution, interpretation or termination of these general conditions of sale or of the commercial relationship between PH-CH and the customer, or related to all sales operations of PH-CH products, whether it is a main claim, a call for guarantee or forced intervention, even in case of multiple defendants.