BIM TACKLE GENERAL TERMS AND CONDITIONS OF SALE (PROFESSIONALS)

1/ SCOPE OF APPLICATION

The present general terms and conditions of sale (hereafter the "**GTCS**") govern the contractual relationship between, on the one hand, BIM TACKLE, a simplified joint stock company with a capital of €5,000 and a head office located at 13 rue des Platanes, 33600 Pessac, France, registered on the Bordeaux Trade and Companies Register under No. 894 451 285, represented by its Chairman, the company J WORKS (No. 510 562 580 on the Bordeaux Trade and Companies Register), itself represented by its Chairman, Mr Matthias LOTHY, and by its Managing Director, Mr Bo DAI, duly authorised for the purposes hereof (the "**Seller** ") and, on the other hand, each professional customer (hereinafter the " **Customer(s)**") placing an order for products and accessories for fishing, nature and water sports sold by the Seller (the "**Products**"). **By placing an Order with the Seller, the Customer unconditionally accepts these GTCS, to the exclusion of any other conditions, without the prior written consent of the Seller. These GTCS are available at any time upon request by the Customer from the Seller. The Seller reserves the right to modify these GTCS at any time, without prior notice. These changes are applicable and enforceable against the Customer from the date of their inclusion and apply to any subsequent Order. The version of the GTCS applicable at the time the Order is placed is available at any time at the Seller's head office.**

2/ PRODUCTS

Photographs and other images of the Products presented are non-contractual and the Seller accepts no liability for them. The Customer is obliged to refer to the description of each Product, which is available at any time at the Seller's registered office, in order to know its properties and particularities. The Products presented by the Seller are subject to the availability of stocks at the time the Customer places an Order.

3/ ORDERS

3.1/ Order

An order for Products (the "**Order**") can be placed using the standard order form provided by the Seller and enabling a valid and enforceable trace of the Order by the Parties, but it is understood between the Parties that a Product Order is only definitively confirmed and binding on the Seller on receipt of written confirmation from the Seller. The Customer acknowledges that, prior to placing an Order, it has been informed of (i) the primary characteristics of the Products, (ii) their properties and particularities, particularly in terms of safety, such as allergens, (iii) the ingredients used by the Company to manufacture the Products, (iv) their price, (v) any additional costs, (vi) the approximate delivery time of the Products, (vii) any additional delivery charges that may apply depending on the delivery location of the Order, and information on legal guarantees, as applicable on the date the Order is placed. No modification or cancellation of the Order, for any reason other than force majeure, shall be accepted after the Order is placed unless expressly agreed by the Seller. In this respect, the Customer irrevocably understands and accepts that the Seller shall interpret the provisions of Article 1218 of the French Civil Code concerning force majeure strictly and exclusively to the benefit of the Customer. When it applies to the Customer, force majeure shall therefore be understood to be limited to external, unforeseeable and unstoppable events occurring as a direct consequence of (i) total destruction of the Customer's facilities, (ii) civil or military wars, or large-scale terrorist attacks or nuclear accidents, if, and only if, these directly affect the geographical area of the Customer's head office. The Customer understands and accepts that it must be fully and completely insured at its own expense and risk against the occurrence of all other external, unforeseeable and unstoppable events which are not considered to be force majeure and which occur as a result, in particular of: (i) strikes, (ii) illness, (iii) death, (iv) epidemics or pandemics, (v) personal impediments including any accident, (vi) family events including any accident, (vii) natural or climatic events even of an exceptional nature, or (viii) international events. Furthermore, the Customer expressly and irrevocably waives the provisions of Article 1195 of the French Civil Code concerning the occurrence of an unforeseeable change of circumstances, which shall not be applicable under the Agreement with respect to the Seller.

3.2/ Unavailability of Products

In the event of the Products being out of stock, the Seller shall notify the Customer in writing and offer them the option of another Product of equivalent value to the unavailable Product.

3.3/ Delivery of the Order

The Order shall be available at the place of delivery indicated by the Customer in accordance with the approximate delivery times indicated by the Seller. It is understood between the Parties that the delivery times of the Products indicated by the Seller are indicative and the latter shall in no case be

held responsible for any delay. It is understood that the delivery of the Products from the Seller's warehouses to the place of delivery indicated by the Customer is carried out by an independent carrier and that the Seller makes no declaration or guarantee in this respect. As such, in the event of any difficulty whatsoever relating to the delivery after departure from the Seller's warehouses, the Customer shall seek redress exclusively and directly from said carrier, without the Seller being held liable in this respect, which the Customer understands and irrevocably accepts. **It is the Customer's responsibility to express any justified reservations regarding the condition and conformity of the Products in the Order at the time of delivery. In the absence of such reservations, it shall be understood that the Customer has taken delivery of the Products in strict conformity with the Order without any recourse of any kind against the Seller.**

3.4/ Special Orders
Special Orders from the Customer may be considered for large quantities. Where applicable, a quotation for these Orders shall be accepted in advance by the Customer. Quotations drawn up by the Seller are valid for a period of one (1) month from their date of issue. Orders based on a quotation shall only be deemed accepted once a deposit of 50% of the Order amount has been paid. An invoice is drawn up by the Seller and given to the Customer upon delivery of the Products ordered.

4/ PRICES
Valid prices are those in force at the time of the Customer's Order, as available at the Seller's registered office. Prices are expressed in euros and exclusive of taxes. Depending on the place of delivery of the Order, the Seller may apply additional delivery charges, which the Customer understands and accepts: it is the Customer's responsibility to be aware of the application of such additional delivery charges prior to placing any Order. The Customer is informed, understands and accepts that the Seller is the exclusive distributor of the Products and is therefore obliged to ensure consistency in terms of the Product brand image; and that the price at which the Customer sells the Products is a factor of this consistency and directly impacts the image of the Products. Thus, although the Customer is an independent trader, it is obliged at all times, unless otherwise agreed in writing by the Seller, to comply with the recommended minimum selling price of the Products determined by the Seller and set out in Appendix A, for all sales to its own customers. Similarly, the Customer shall ensure that its pricing policy does not disturb the consumer's perception of the price positioning of the Products.

5/ PAYMENT
Orders must be paid in full and on the date of the Order when a Customer account is opened. All other subsequent Orders shall be payable within thirty (30) days (from the end of the month) of the date of issue of the invoice by the Seller. The Customer irrevocably agrees to pay all sums due to the Seller exclusively by SEPA direct debit and thus undertakes to complete all documents and authorisations necessary and useful for the implementation of the said SEPA direct debit authorisation on its account. In this regard, the Customer irrevocably undertakes to ensure that its bank account contains sufficient funds to meet all the Seller's direct debit orders, failing which the Customer shall be liable for any consequences, in particular financial consequences. Payments made by the Customer shall not be considered final until the Seller has actually received the sums due. Where applicable, in the event of late payment and payment of the sums due by the Customer later than the deadlines indicated on the invoices, late payment penalties, calculated at a daily rate of 5% including VAT of the price shown on the said invoice, shall be automatically due to the Seller, without any formality or prior notice of default, and shall render all outstanding sums immediately payable by the Customer, without prejudice to any other action that the Seller may be entitled to take against the Customer in this respect. Furthermore, the Seller reserves the right, in the event of non-compliance with the above payment conditions, to suspend or cancel the delivery of any Orders in progress placed by the Customer and to refuse any new Orders.

6/ GUARANTEES
The Seller undertakes to ensure that the Products comply with the order placed. In the event that a Product is missing or not compliant with the Order, the Customer must inform the Seller as soon as it is delivered to the Customer, failing which no claim will be accepted.

7/ LIMITATION OF LIABILITY
The guarantees stipulated above are granted by the Seller to the Customer in a very limited capacity. The Customer undertakes to use the Products strictly in accordance with their intended purpose and, where applicable, with related technical instructions, and to ensure that the Customer and the persons for whom it is responsible comply with the safety rules and said technical instructions. The Seller does not provide any maintenance services for the Products and the Seller is fully released from any liability in this respect. **The Customer is a knowledgeable professional in the Product retail sector.**

The Seller does not grant any Product warranty of any kind to the Customer's customers, since it is neither the designer nor the manufacturer. The Customer is expressly informed that the Products are products that are not designed and manufactured by the Seller and that the Customer has the right to obtain information on their characteristics, in particular from the manufacturer, prior to placing an Order for Products. The Seller grants no Product warranty of any kind to the Customer; as such, the Customer shall solely and exclusively seek redress from the manufacturer of said Product, to the exclusion of any right to recourse against the Seller, which the Customer irrevocably understands and accepts. It is the sole and exclusive responsibility of the Customer to decide to order and then sell the Products to its customers who are not therefore Customers of the Seller, without the intervention of the Seller. If the Customer wishes to sell the Products to its customers, it does so at its own risk and in accordance with the laws, decrees, regulations and any other rules that are applicable to the Products, the Customer, the Customer's customers or its activities and thus, with this obligation to perform, protect the Seller from any action initiated by the Customer's customers or any claim against the Seller.

8/ INTELLECTUAL PROPERTY RIGHTS
All of the elements relating to the Seller and the Products, whether visual or not, including photographs, presentations, packaging, copyrights, recipes, drawings, models, trademarks, etc. (the "**Intellectual Property Rights**") are protected and the Customer acknowledges that these rights are the exclusive property of the Seller. The Customer shall therefore refrain from any reproduction or use of the Intellectual Property Rights without the express, written and prior consent of the Seller, which may request financial compensation in exchange.

9/ CUSTOMER SERVICE
For any question relating to the execution of the GTCS, the Customer can contact the Seller at its registered office.

10/ RESERVATION OF TITLE CLAUSE
BY EXPRESS AGREEMENT BETWEEN THE PARTIES AND NOTWITHSTANDING THE TRANSFER OF CUSTODY AND RISK UPON DELIVERY OF THE PRODUCTS ORDERED, THE PRODUCTS SHALL REMAIN THE PROPERTY OF THE SELLER, WHEREVER THEY MAY BE, INCLUDING ON THE CUSTOMER'S PREMISES, UNTIL FULL PAYMENT OF ALL SUMS OF ANY KIND OWED BY THE CUSTOMER TO THE SELLER IN RESPECT OF SAID PRODUCTS.

11/ APPLICABLE LAW AND DISPUTES
These GTCS are governed by French law. In the event of a dispute, the Bordeaux Commercial Court shall have sole jurisdiction.

ANNEXE A - Prix de revente TTC € des Produits 2026/2027

APPENDIX A - Resale prices (incl. VAT) of 2026/2027

BIM TACKLE : METAL			
REFERENCES	DESIGNATION	SPECIFICITE	PPC TTC €
BIM-F35	Francis La Lame	L:35mm WT:5g Lame Sinking	8,90 €

BIM-F40	Francis La Lame	L:40mm WT:7,5g Lame Sinking	8,90 €
BIM-F45	Francis La Lame	L50mm WT:14g Lame Sinking	8,90 €
BIM-F50	Francis La Lame	L50mm WT:14g Lame Sinking	8,90 €
BIM-FBL40	Francis Bladed	L:40mm WT:7,8g Lame Sinking Spintail	8,90 €
BIM-FBL50	Francis Bladed	L50mm WT:14,5g Lame Sinking Spintail	8,90 €
BIM-FS-55	Francis Slim	L:55mm WT:10g Lame Sinking	8,90 €
BIM-FS-60	Francis Slim	L:60mm WT:14g Lame Sinking	8,90 €
BIM-JB61	JB The Jiging Blade	L48mm WT:8 g Jiging Sinking	8,90 €
BIM TACKLE by ELITE LURE			
REFERENCES	DESIGNATION	SPECIFICITE	PPC TTC €
BIM-TJ3,5	Tigris Jig 3,5	Rubber jig 3,5 gr hook 1	7,90 €
BIM-TJ5	Tigris Jig 5	Rubber Jig 5 gr Hook 1/0	7,90 €
BIM-TJ7	Tigris Jig 7	Rubber Jig 7 gr Hook 1/0	7,90 €
BIM-RL5	Roaring Lion Blade Jig 5gr	Finesse Blade Jig 5 gr hameçon 1/0	10,90 €
BIM-RL7	Roaring Lion Blade Jig 7gr	Finesse Blade Jig 7 gr hameçon 2/0	10,90 €
BIM-SHA7	Shattered 7g	Finesse Blade Jig 7 gr hameçon 2/0	9,90

BIM-SHA10	Shattered 10g	Finesse Blade Jig 9 gr hameçon 2/0	9,90
BIM-TP	Tiger Pike Spinnerbait	32 gr Willow n°6 / Colorado	14,90 €
BIM-PB30	Pikee brewster	30 gr Willow n°7 / Colorado	15,90 €
BIM-NED	Ned Jig head	Tête plompée Ned rig	7,40 €
BIM-WNED	Ned jig head weedless	Tête plombée Ned rig weedless	7,90 €
BIM-TEX	Hameçons texas	Micro Hameçons Texan #10 8 pièces	4,90 €
BIM-JAG22	Jaguar Performance 2,2"	Ned Stick bait - Floating - 2,2"- 5,5 cm - 2 gr - 10 par paquet - 15x plus resistant TPR	8,90 €
BIM-JAG27	Jaguar Performance 2,75"	Ned Stick bait - Floating - 2,75"- 6,9 cm - 4,3 gr - 8 par paquet - 15x plus resistant TPR	8,90 €
BIM-LT3	Lethal Tusk 3"	Ned finesse craw - Floating - 3" - 76mm - 8 par paquet - 15x plus resistant TPR	8,90 €
BIM-LT22	Lethal Tusk 2.2"	Ned finesse craw - Floating - 2,2" - 56mm - 10 par paquet - 15x plus resistant TPR	8,90 €
BIM-CT33	CHEETAH' s Tail 3.3"	Ned finesse Pin tail - Floating 3,3" - 83mm- 10 par paquet - 15x plus Resistant TPR	8,90 €
BIM-CT25	CHEETAH' s Tail 2.5"	Ned finesse Pin tail - Floating 2,5" - 56mm- 12 par paquet - 15x plus Resistant TPR	8,90 €
BIM-PA42	Panthera Versatile craw	Craw souple - 65mm - 3,6 gr - 10 par paquet	8,90 €

BIM-PA65	Panthera Versatile craw	Craw souple - 65mm - 3,6 gr - 10 par paquet	8,90 €
BIM-PA82	Panthera Versatile craw	Craw souple - 82mm - 7,3 gr - 8 par paquet	8,90 €
BIM-PA94	Panthera Versatile craw	Craw souple - 94mm - 8,3 gr - 6 par paquet	8,90 €
BIM-SC1.5	Silent Claw 1,5"	Hight density super finesse creature - sinking - salted - 1,5" - 45mm - 5 gr - 10 par paquet	9,90 €
BIM-SC2	Silent Claw 2	Hight density super finesse creature - sinking - salted - 2, 5» - 60mm - 8 gr - 8 par paquet	9,90 €
BIM-SC2,4	Silent Claw 2,4"	Hight density super finesse creature - sinking - salted - 2, 5» - 60mm - 8 gr - 8 par paquet	9,90 €
BIM-SC2,8	Silent Claw 2,8"	Hight density super finesse creature - sinking - salted - 2,8» - 71mm - 10gr - 6par paquet	10,90 €
BIM-LC23	Lemur Catta Deadly 2,3"	Action Grub 2.3", 10/paquet	9,90 €
BIM-LC27	Lemur Catta Deadly 2,76"	Action Grub 2.76", 10/paquet	9,90 €
BIM-LC5	Lemur Catta Deadly 5"	Action Grub 5", 6/paquet	9,90 €
BIM-DS2	DAHS shad 2”	Finesse Shad 2" 12/paquet	9,90 €
BIM-DS3	DAHS shad 3”	Finesse Shad 3" 10/paquet	9,90 €
BIM-DS4.5	DAHS shad 4,5”	Finesse Shad 4,5" 6/paquet	9,90 €

BIM TACKLE Hair Bait - souple - vêtement			
REFERENCES	DESIGNATION	SPECIFICITY	PPC TTC €
BIM-CCB	CHACHA bait	Natural BLADED JIG 28cm - 45 gr	44,90 €
BIM-CCBJ	CHACHA bait JUNIOR	Natural BLADED JIG 20 cm - 29 gr	38,90 €
BIM-CCBM	Chacha Mini	Natural BLADED JIG 19 cm - 18 gr	29,00 €
BIM-CCBJT	CHACHA Junior trailer X2	Trailer hooks montés CHACHA Bait Junior X2 - 14 cm	19,90 €
BIM-CCBTU	CHACHA trailer X1	Trailer hooks montés CHACHA Bait X1 - 18 cm	12,90 €
BIM-CCBJTU	CHACHA Junior trailer X1	Trailer hooks montés CHACHA Bait Junior X1 - 14 cm	12,90 €
BIM-CRS	Crazy Rabbit Shallow Version	Monster Bucktail JIG 29 cm/ 33 gr Shallow version	44,90 €
BIM-CRD	Crazy Rabbit Deep version	Monster Bucktail JIG 29 cm/ 53 gr Deep Version	44,90 €
BIM-CRJ	Crazy Rabbit Junior	Bucktail Bladed Jig 20 cm/22 gr	29,00 €
BIM-CrH	Crazy Head X2	Crazy Head 15 gr	13,90 €
BIM-SCRR	SHALLOW CRUISER	Hybride Bucktail Swimm- 23mm - 90 grs - à l'unité	39,90 €
BIM-SCRJ	SHALLOW CRUISER Junior	Hybride Bucktail head - 20 grs - à l'unité	19,90

BIM-SCRH	SHALLOW CRUISER RIG	Hybride Bucktail HEAD - 38 grs - à l'unité	26,90 €
BIM-VVCR18	VV CRUISER 18 cm	Grub souple- 18 cm - 52 gr - BOX de 5	10,90 €
BIM-TC8	Twin tail cruiser 20	Grub souple- 20 cm - BOX de 5	12,90 €
BIM-NS6	Noname shad 6”	Shad Slow Floating Pré-monté 15 cm	25 €
BIM-NS8	Noname shad 8”	Shad Slow Floating Pré-monté 20 cm	29 €
BIM-CAP27	CAP	Unique Size	19,90 €
BIM-SWEATBG	Hooded Sweat Shirt	Hooded Sweat Shirt	60,00 €
BIM-TS1	T-Shirt BIM	T-Shirt col rond manche courte Logo BIM	29,90 €
BIM-TS2	T-Shirt BIM	T-Shirt col rond manche courte Logo Paysage	29,90 €
BIM-BIN	M.BIN	Poubelle portable miniature en silicone ouverture facile lavable	14,90 €