

General Terms and Conditions of Sale

Document Description and Relationship with Purchase Conditions

Any order for items implies the Buyer's prior knowledge of and unconditional acceptance of the Seller's general terms and conditions of sale. These conditions override all other preceding conditions or agreements. The Terms and Conditions of Sale include this text as well as any amendments and annexes. No specific condition can prevail over the General Terms and Conditions of Sale except with the prior written approval of the Seller. Any condition proposed by the Buyer will thus, without express acceptance, be unenforceable against the Seller, regardless of when it may have been brought to the Seller's attention. By placing an order the Buyer is deemed to have agreed to waive their own General Purchase Conditions and not to invoke any provision contrary to these Conditions.

Orders, Delivery Times

1. Orders are firm and final, and no cancellation or modification is possible except with the prior written acceptance by the Seller. Unless it is demonstrated that the cancellation is due to the Seller, any deposits paid will remain acquired by the Seller as damages.
2. Only orders containing the following information will be executed: order date, product description, quantity, applicable price, total order amount, place and date (day and time) of desired delivery/collection, name and contact details of the carrier responsible for the collection.
3. Orders will be dispatched within a minimum period of EIGHT working days (excluding Saturdays, Sundays, and public holidays) after their receipt by the Seller. These delivery times are indicative. Any delay shall not justify compensation, refusal of goods, or cancellation of the order. The Seller undertakes to inform the Buyer of any temporary or permanent unavailability of items, the Seller shall in no circumstances be held liable for any delay. Any non-compliance with the delivery conditions by the Buyer entitles the Seller to charge the Buyer for the carrier's waiting time.
4. The Seller reserves the right to split any order in the case where the quantity ordered in a single order, or in a series of successive orders transmitted within a period of ONE week represents more than 20% of the quantities delivered during the past calendar year.

5. Any claim regarding the condition of the goods upon arrival must be recorded on the delivery note, signed by the receiver and countersigned by the deliverer in order to be valid.
6. The Seller reserves the right to suspend deliveries should any event indicating a decrease in the apparent solvency of the Buyer arise.

Logistics

If the Buyer loads the goods at the Seller's premises, transportation is wholly at the Buyer's risk, without any exception and notwithstanding the terms contained in the article of the Reservation of Ownership Clause. In the case where the goods are transported accompanied by customs or tax documents, should these documents not be returned on time, the Buyer shall reimburse the Seller for all sums incurred by the Seller, including duties and taxes. To prepare orders for collection, the Seller must have received a confirmation of the appointment TWO working days prior to collection date. Carriers must comply with the security protocol in force at the collection site. Consequences of non-compliance with the collection conditions by the Buyer:

- a penalty of 5% of the order amount per consignment for a delay exceeding EIGHT days,
- refusal to handover items for collection without an appointment or not corresponding to the agreed scheduled date.

Financial Terms

1. Our product prices are indicated in Euros as mentioned on the order form, excluding taxes and excluding participation in processing and shipping costs. Prices can be changed at any time, subject to 30 days prior notice. No discount is granted for early payment unless expressly agreed otherwise. Rates include specific conditions according to the geographical delivery area.
2. All payments (wire transfers, promissory notes, BACS transfers., bank cheques, etc.) must reach the Seller no later than the due date indicated on the invoice.
3. Consequences of any total or partial non-payment by the due date indicated on the invoice:
 - Immediate payment of all remaining amounts due regardless of the planned payment method and due date.
 - Payment of a penalty equal to 10% of the amounts due and unpaid, including any legal and ancillary costs, particularly penalties and bank charges if applicable. This penalty clause will apply without the Seller having to justify the amount or the nature of any losses incurred.

- The interest rate on penalties due in case of late payment shall correspond to the central bank's semi-annual main refinancing rate (MLR) of the European Central Bank (ECB), in force on January 1 or July 1, increased by 10 percentage points. This penalty shall be applicable to the total amount of the invoice including tax.
 - A fixed amount of 40 Euros for recovery costs shall also be due in the event of any payment delay.
 - Compensation, up to the amount of the principal increased by interest, fees, and accessories, with all credits, refunds, discounts, rebates or reductions, and more generally all sums that the Seller might owe to the Buyer for whatever reason.
 - Suspension of all deliveries until full payment is received.
 - Termination of any transaction or any outstanding order should a payment reminder, sent by registered letter with acknowledgment of receipt, remain without response.
 - Loss of any discounts or rebates previously agreed by the Seller but not yet paid.
 - Cash payment for deliveries of the two orders following the date of failure to pay by the due date. Any unilateral deduction by the Buyer from one of their payments will be considered a default in payment and may lead to any or all of the above consequences.
4. Invoices are issued according to the tariff applicable to the geographical delivery area, in force on the delivery date. Invoices are established according to the tax system in force and will be automatically modified in the case of a change thereto.
 5. Any return accepted by the Seller or unavailability of the ordered item communicated by the Seller will result in the creation of a credit note in favour of the Buyer, such credit note shall in no case be deemed an acceptance by the Seller of any penalty or damages whatsoever.

Reservation of Ownership Clause

All goods remain the property of the Seller until full payment of the invoice amount has been received by the Seller. Full payment of the invoice price shall mean the Seller collects the amount of the payment instrument and not just receipt of a document creating an obligation to pay. In the case of payment by instalments, full payment only occurs when all instalments have been received by the Seller. Any extension to the due date, agreed by the Seller, shall be subject to the same reservation of ownership conditions. The risks of loss or

deterioration of the goods as well as the responsibility for the damage they could cause are transferred to the Buyer upon delivery of the goods. The Buyer must insure them on behalf of the Seller and at the Buyer's expense. Items shall be used or resold by the Buyer in the chronological order of the Seller's deliveries. Consequently, any items in stock at the Buyer's premises will be deemed to relate to the Seller's unpaid invoices. The restitution of items belonging to the Seller under this clause will be at the expense and risk of the Buyer. If necessary, the Seller reserves the right to claim items from any sub-purchasers. In the case of resale, claims can be made on the price of the items or any corresponding claim, even in the possession of any third party or assignee, the Buyer undertakes to assist the Seller in the recovery of these claims from sub-purchasers. In all cases, the Seller is subrogated to the Buyer's rights concerning all sums or indemnities that might be due, for whatever reason, and particularly insurance, up to the price of the goods delivered and for which payment has not been received.

Guarantees

The Seller's contractual obligations are automatically suspended, and the Seller's liability is released in the event of circumstances likely to stop or reduce the manufacturing, transportation of goods, or prevent the normal execution of sales. Similarly, the Seller shall not be liable if the items sold are stored in inappropriate conditions. The Seller's guarantee is limited to the replacement of goods recognized as defective, excluding damages of any kind, particularly loss of material, loss of profit, etc., and in general for any alleged direct or indirect loss, it is the Buyer's responsibility to check the goods before use or resale. To guarantee the quality of its products and defend its brands, the Seller has the right to take back, wherever they may be, any item or items whose quality is in doubt, the Buyer undertakes to provide assistance, particularly logistical and in establishing a stock.

Industrial, Intellectual, and Commercial Property

The sale of items does not confer any rights on the Buyer over the trademarks or distinctive signs affixed to these items. The creation by the Buyer of any advertising message or promotional operation including the use of trademarks or distinctive signs affixed to the Seller's items is subject to prior written authorization by the Seller. The Seller reserves the right to refuse the distribution of advertising messages that could be harmful to its brands or reputation. Should the Buyer advertise the Seller's products online, the Buyer undertakes to use only photos and logos transmitted by the Seller, whose prior written agreement is mandatory for any such use.

Dispute Resolution

Any claim by the Buyer concerning sums that the Seller might owe, for whatever reason, must be notified by registered letter with acknowledgment of receipt no later than ONE month after the end of the calendar year for which the sum is claimed. Failure to notify a claim within this time will result in the claim being forfeit. In the case of a dispute arising in

the interpretation and/or execution of these terms and conditions, French law shall apply and jurisdiction shall be attributed to the Paris courts and tribunals.