



GENERAL TERMS AND CONDITIONS OF SALE

RECITALS

These general terms and conditions of sale (hereinafter "General Terms and Conditions of Sale") apply to all orders placed with BURGER ET CIE SAS, ZI BOIS L'ABESSE, 68660 LIEPVRE or its subsidiaries (hereinafter referred to as the "Seller") by its customers (hereinafter referred to as the "Customer(s)").

The Seller and the Customer are collectively referred to as "the Parties".

Therefore, any order (hereinafter "Order(s)") placed with the Seller necessarily implies - as an essential and determining condition - the full, complete and unreserved acceptance by the Customer of these General Terms and Conditions of Sale, which constitute the sole basis for the business relations between the Parties pursuant to the provisions of article L 441-1 of the French Commercial Code.

Any conditions to the contrary and, notably, any general or special conditions issued by the Customer, including any terms and conditions of purchase and its order forms, shall therefore not be binding on the Seller, unless the Seller has accepted them in writing beforehand.

Failure by the Seller to assert any one of these present general Terms and Conditions of Sale at any time may not be construed as a subsequent waiver of any of said General Terms and Conditions of Sale.

The General Terms and Conditions of Sale may be amended at any time at the Seller's discretion without any formality other than that of posting them on the www.burger.fr website or sending them by email to the Customer. Only the latest version will be applicable and/or the one on the date of receipt by the Seller of the Customer's acceptance of the offer. These amendments shall not entitle the Customer to any

compensation. The General Terms and Conditions Of Sale apply to all the products sold by the Seller, in addition to any special terms and conditions that may be applicable to the product. In the event of any contradiction between the General Terms and Conditions of Sale and the special terms and conditions applying to products, the latter shall prevail.

The purpose of the General Terms and Conditions of Sale is to define the terms and conditions of sale of the products by the Seller or its subsidiaries to the Customer.

Special conditions relating to the products may be stated on the product purchase order. If this is the case, these conditions shall prevail over all other contractual conditions.

ARTICLE 1 – PLACING AN ORDER

1.1 Contractual documents

When placing an Order, the contract (hereinafter the "Contract") includes the documents defined and classified below in descending order of priority, with the preceding document taking precedence over the following one in the event of contradiction:

- Purchase orders;
- The General Terms and Conditions of Sale and/or GTU/S (general terms of use / sale) in the event of sale through the website www.laboutiquebooa.fr

The Contract is the sole and entire agreement between the Parties. It supersedes and overrides any prior or contemporaneous oral or written condition relating to the same subject matter.



1.2 Terms for placing Orders

Orders may be sent by post, email or Electronic Data Interchange (EDI) to the following address:

BURGER ET CIE
ZI Bois l'Abbesse
68660 Lièpvre
France

Email: service.commande@burger.fr

An Order placed by the Customer shall be considered firm and final once the Customer's acceptance of the offer has been received and approved by the Seller either by post, or through an accepted quote, by e-mail or by delivery within the limits of available stocks.

The Seller shall not accept any cancellation or change to the Customer's Order in the course of fulfilment or completion, unless previously accepted in writing by the Seller.

In the event of an exceptional return, a reduction of at least 20 % will be applied to the selling price exclusive of VAT of the relevant products.

1.3 Down payments and security deposits

In the event of a solvency problem, the Seller reserves the right to require the Customer to pay the total Order amount or to make any down payment before shipping the products. For this purpose, the Seller shall send a proforma invoice to the Customer.

The Seller reserves the right, even during the fulfilment of the Order, to require a security deposit for the proper performance of the commitments herein, and any refusal thereof will authorise cancellation of all or part of the Order(s) placed.

ARTICLE 2 – PRICES

2.1 Pricing terms

Product prices are determined by the pricing terms applied by the Seller at the time of the Order. The products are sold carriage paid or ex-works as stated in the catalogues and price lists valid on the date of the Order.

The catalogues are available online at www.burger.fr.

The prices, information and descriptions contained in catalogues, leaflets, quoted personally or by telephone, are given for information purposes only, and the Seller reserves the right to make any changes it deems useful and necessary. Only the written quote shall be deemed authoritative.

Prices are stated in euros and in USD.

All price proposals are made for a specific volume of material. The prices stated are not valid for Partial Orders, Orders with staggered delivery, or if a single term in the initial proposal is changed without the prior written consent of the Seller.

2.2 Changes to orders

Should the Customer require that additional work be carried out, it will be billed cost-plus on the basis of an hourly rate determined beforehand, without the Customer being able to require any particular period for completion. Additional expenses (travel, accommodation, meals) will be invoiced separately at a predefined and accepted rate. No reduction, discount or payment terms shall be granted for these expenses for any reason whatsoever, except with the prior written agreement of the Seller.

The Seller reserves the right to ask the Customer to pay a surcharge for any additional materials or work that may prove essential for



a proper installation in compliance with best practices. In this case, the Seller will inform the Customer as soon as possible after having become aware of the essential nature of the equipment or additional work required.

Product information is given subject to minor changes which may prove useful and necessary, and which may be made to the product definition by the manufacturers.

Therefore, the manufacturer may at any time and without prior notice change the wood species, components and dimensions of the product, provided that this does not alter the essential product components and does not affect the essential conditions for which the Customer has accepted the Seller's offer.

If the product characteristics or the conditions of supply by the manufacturers do not comply with the specifications determined by the Seller, the Seller reserves the right to take the contentious products off the market.

2.3 Period of validity

Offers or quotes are valid for two (2) months from their date of issue and any Order placed after the expiry of this two (2) month period must be confirmed in writing by the Seller.

ARTICLE 3 – TERMS OF DELIVERY

3.1 Delivery timeframe

The Seller's delivery times below are stated for information purposes only and are in no way guaranteed:

- Mainland France and DOM TOM: 2 to 3 weeks;
- Europe imports: 4 to 5 weeks;
- Overseas imports: 3 to 5 months;
- For customised orders, the approximate delivery time will be given by the sales department.

Any delay in the delivery of the products shall under no circumstances entitle the Customer to claim:

- damages;
- penalties; and/or
- cancellation of the order.

The Seller's liability shall under no circumstances be incurred if non-performance or delayed performance of the Contracts or Orders in progress arise from a strike, fire, flood, administrative obstacle, manufacturing or tooling accident, total or partial outage of energy, transport or raw materials, a change in import or exchange conditions, a force majeure ruling and, in general, any event beyond the Seller's control occurring after the conclusion of the sale and preventing its performance in whole or in part under normal conditions, as well as in the case of force majeure within the meaning of the Court of Cassation's precedents.

If the impediment is temporary, performance of the obligation is suspended. Nevertheless, the Parties shall endeavour to minimise the consequences to the furthest extent possible.

Failing the above, if the impediment is permanent, the Parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code.

3.2 Shipping

The products always travel at the Customer's risk. It is the Customer's responsibility to check the products on receipt in the presence of the delivery person and to immediately state any relevant and precise reservations with the carrier, pursuant to Article L. 133-3 of the French Commercial Code (reservations on receipt, confirmed by registered letter within three days, not including public holidays).

Any delay or anomaly involving deliveries, or discrepancies between the quantities stated on



the delivery slips and the quantities actually delivered must be recorded on the carrier's receipt. If the anomaly has not been identified (hidden damage) or if the driver objects to the reservation with a written statement to the contrary, or if the reservation on the receipt is not legally valid (imprecise, poorly or unsubstantiated), the Customer will send a registered letter with acknowledgement of receipt within 72 hours of delivery.

Under no circumstances shall the Seller be held responsible for a delay in delivery due to the carrier.

After this period, any delivery, specifically to any logistics platform, will be recognised as compliant and may not be the subject of any claim. The Seller's liability is limited to the replacement or reimbursement of products acknowledged to be defective or missing, in compliance with the procedure described in Article 4 of these General Terms and Conditions Of Sale. In addition, the Seller shall not be held liable if the products sold are stored in abnormal conditions or in conditions that are incompatible with the products.

If the Customer requests a postponement of the delivery date and this is expressly accepted by the Seller, the Customer shall bear all storage, handling and insurance costs relating to its Order.

3.3 Terms of delivery

Unless otherwise agreed in advance, deliveries are curbside at the address stated by the Customer at the time of the Order. No handling operations (notably upstairs deliveries, etc.) or installation will be carried out by the carrier.

The Customer shall be responsible for collecting, staging and warehousing the Products at the address stated at the time of the Order. Only the carrier is entitled to decide on the most suitable access for unloading. It is specified that deliveries will be made to the periphery of the property at an easily

accessible place without risks for a heavy goods vehicle.

Should the actual configuration of the incoming delivery area physically prevent the goods from being unloaded, the carrier reserves the right to cancel the delivery. In this case, the delivery costs will be charged to the Customer.

The Customer will be responsible for contacting the Seller to determine new delivery terms and costs for routing the Order.

ARTICLE 4 - CLAIMS - PRODUCT RETURNS

4.1 Claims on receipt of the Order by the Customer

The Customer is under the obligation to perform an acceptance inspection to ascertain total product quality and make any relevant reservations on delivery. If the Customer considers that the product(s) as per the Order is (are) defective, the product(s) must not be installed.

The Customer has a period of seven (7) days following receipt of the products to present a claim for apparent defects or non-compliance of the products delivered with the products ordered or with the packing list, by sending the Seller a notification (hereinafter the "Notification") by:

- registered letter with acknowledgement of receipt; or by
- emailing the claims department at the following address: assistance@burger.fr

The Notification must be accompanied by a colour photo of the relevant product and a photo of its barcode. No returns will be accepted without the prior written consent of the Seller.

On expiry of the seven (7) day period, the products shall be deemed compliant with the Order and the Seller reserves the right to no longer consider any claims.

4.2 Warranty

The products marketed by the Seller are deemed to be compliant with applicable legislation and/or regulations and/or standards and are guaranteed against all manufacturing defects pursuant to the legal and regulatory provisions.

The warranty only covers the product and not labour.

In addition to applicable legal and regulatory warranties, the products are guaranteed by the Seller for the period appearing in the catalogues applying at the time of the Order, from the date of delivery, against all manufacturing defects, excluding:

- labour (including removal or refitting costs) and travel expenses;
- wear parts (natural product wear & tear);
- wear and tear caused by lack of maintenance, poor maintenance, maintenance not in compliance with the Seller's recommendations, or impacts;
- the use of the products in conditions other than those stated in the Seller's instructions for use.

The Seller may in no way be held liable for the alteration or subsequent changes to the material or dimensional features of the product if they have not been observed on receipt of the products and duly reported¹.

These guarantees are limited to the replacement of the products considered defective and cannot give rise to claims for

¹ Wood: warping, checking, cracking, resin pockets, as per DTU 51-4.

Aluminium: surface whitening (slight surface oxidation not affecting mechanical strength of the struts), effects of contact with other metal products (copper, galvanised steel), effects of immersion, seaside installation (sea water exposure), or prolonged contact with strongly acid or alkaline compounds.

indemnity or damages for any reason whatsoever.

The customer shall bring any defect in the products to the attention of the Seller through a Notification sent within seven (7) days of the discovery of the alleged defect, compulsorily accompanied by a colour photo of the relevant product and a photo of its barcode, plus proof of purchase.

Products considered defective shall be kept at the Seller's disposal by the Customer for the purpose of ascertaining the alleged defect, or returned by the Customer in compliance with Article 4.3 of these General Terms and Conditions of Sale.

On expiry of the seven (7) day period, the Seller reserves the right to no longer consider any claims.

For products commercially available as of 1 March 2015, spare parts essential to the use of the goods sold shall be available during the warranty period of the relevant products as per the catalogues and price lists valid on the date of the Order, accruing as from the date of delivery.

4.3 Product returns

Goods may only be returned subject to prior written agreement between the Seller and the Customer. Any goods returned without the Seller's prior written agreement shall be kept at the Customer's disposal with an invoice for storage costs and no credit note will be issued or the goods replaced.

The Customer has a period of 10 (ten) days from approval to return the product to the Seller. The product must be returned properly

Steel: Slight traces of surface corrosion, bare spots after galvanisation, seaside installation (sea water exposure).

Stainless steel: traces of corrosion due to poor maintenance.

Plastics: exposure to light continuously for more than 6 months (during storage) may cause whitening and brittleness of the material).



protected, in its original packaging, in perfect condition for resale (undamaged and unsoiled), together with any accessory(ies), assembly instructions and documentation. The product must not have been obviously used for any purpose whatsoever.

Unless prior written agreement is obtained from the Seller, the carriage costs for returning the products shall be borne by the Customer. Any accepted returns will result, after the returned products are inspected at the Seller's discretion, either in the issuance of a credit note to the customer, or the replacement of the products.

Insofar as the claim is considered to be well-founded and the Seller establishes the proven non-compliance of the product, the Seller's warranty is limited to the reimbursement or replacement of the defective goods on presentation of proof of purchase (delivery slip or invoice), to the exclusion of all other costs, which shall remain the responsibility of the Seller.

4.4 Stocks

The Seller shall not take back any unsold products from the Customer's stock at its own expense. For "Private Label" ("PL") products, the Customer is under the obligation to purchase the Private Label products from the Seller as per the forecasts agreed between the Parties.

ARTICLE 5 – TERMS OF PAYMENT

5.1 Principles and terms of payment

Unless otherwise specified, all the Seller's invoices are payable at the address of its registered offices in Lièpvre (68660).

Orders are paid either by bank transfer, cheque or credit card.

Pursuant to the provisions of Article L 441-9 of the French Commercial Code, the Seller is required to issue the invoice as soon as the delivery or provision of services within the

meaning of 3 of I of Article 289 of the French General Tax Code has been effectively fulfilled.

Bills of exchange or the acceptance of a settlement do not result in novation or deviation from this clause. The Seller's prices are exclusive of sales taxes. These taxes, in particular VAT (value added tax) are applied on the day of invoicing at their effective rate.

Terms of payment are 60 (sixty) days from the date of issue of the invoice. Exceptionally, a maximum payment timeframe of 45 (forty-five) days end of month from the date of issue of the invoice may be agreed between the Parties, provided that this period is expressly stipulated in the Contract and that it is not obviously abusive with regard to the creditor.

Only payment on the agreed due date is considered final. Unless specifically agreed otherwise, no discount is granted for cash payment.

5.2 Delay or default in payment

Pursuant to the provisions of Articles L. 441-10 et seq. of the French Commercial Code, any total or partial non-performance by the Customer of its payment obligations or any delay shall automatically result in the payment of a penalty equal to three times the legal interest rate applicable on the due date. This penalty is calculated on the tax-inclusive amount of the outstanding sums, and accrues from the day after the payment due date, without any prior formal notice being necessary.

In addition, the Customer shall also be liable for the fixed collection indemnity of 40 euros provided for in Articles L. 441-10 and D. 441-5 of the French Commercial Code. It is specified that this fixed indemnity does not limit the amount of other costs that may be incurred by the Seller for the collection of its invoices.

Should the Customer's late payment force the Seller to involve its legal department in the collection of the sums due, the Customer shall



be liable to pay compensation equal to 20% of the amount of the sums due as a penalty clause, without prejudice to late payment interest, the fixed indemnity of 40 euros stated above, legal costs and any damages that may be claimed.

Non-payment, albeit partial, of an invoice by its due date for any reason whatsoever shall automatically result in the acceleration of invoices not yet due, making payment of all sums owed by the Customer to the Seller immediately due, whatever their due date.

As may be required, the Seller may demand advance payment of certain orders, payment of a deposit, or ask for bank guarantees without the above constituting a novation of these General Terms and Conditions Of Sale.

5.3 Insolvency

In the event of known insolvency, payment beyond the due date, receivership or court-ordered liquidation, the Seller may:

- Proceed, ipso jure and without any other formality, to repossess the goods corresponding to the relevant Order and any previous unpaid Orders, whether or not their payment is due;
- Terminate the entire Contract forthwith upon notice given to the Customer by registered letter with acknowledgement of receipt, without any other formality and without prejudice to any other rights to which it may be entitled.

Pursuant to the provisions of article L. 622-7 of the French Commercial Code, by express agreement, should the Customer be placed under legal protection, receivership or court-ordered liquidation, the unpaid amount of the invoices that it may have issued for services rendered to the Seller and the amount of any price reductions that may be due shall be offset against the sums still owed to the Seller, which shall become immediately due and payable.

ARTICLE 6 - CUSTOMER'S OBLIGATIONS

The Client may incur its liability if the preparation work is at its expense.

We cannot be held liable for poor preparation of the substrates to which our products are to be applied, or if masonry does not comply with the standards applicable to the relevant products.

Formalities for obtaining a building permit or works declarations are the Customer's responsibility. The latter must do the necessary to comply with all applicable local or departmental urban planning regulations.

ARTICLE 7 – TERMINATION

In the event of non-payment of an instalment due or a single fraction of the price, or more generally in the event of non-compliance by the Customer with any one of the clauses of these General Terms and Conditions of Sale that proves to be sufficiently serious in that it constitutes a breach of an essential obligation, or if it gives rise to significant material consequences, the sale may be cancelled forthwith eight (8) days after formal notice has been sent by registered letter with acknowledgement of receipt to no avail, and without any further formality.

The products will then be immediately returned by the Customer to the Seller.

ARTICLE 8 - RETENTION OF TITLE

It is expressly agreed that the products sold shall remain the property of the Seller until full payment of the invoices in principal and accessories. This retention of title clause complies with the applicable legal and regulatory provisions and, as such, with the provisions of Order No. 2006-346 of 23 March 2006 "relating to securities".

A draft, a bank or postal cheque or any security creating an obligation to pay does not constitute a payment within the meaning of this clause.



Payment can only be considered to have been made when the Seller has actually received the price.

If the products under the retention of title clause have been resold by the Customer, the Seller's claim shall automatically be transferred to the claim for the price of the products thus sold by the Customer. The Customer hereby assigns to the Seller all claims arising from the resale of the unpaid products subject to the retention of title clause.

In the event of judicial protection, receivership or court-ordered liquidation of the Customer, the products may be claimed pursuant to applicable legal and/or regulatory provisions. In the event of a claim on the goods for partial or total non-payment, the products in stock shall be deemed to match the unpaid claims.

Pursuant to articles L. 624-9 and L. 624-16 of the French Commercial Code, notwithstanding any clause to the contrary, this retention of title clause is binding on the Customer.

The Seller is henceforth authorised by the Customer, who accepts, to have an inventory drawn up and/or to place any unpaid products it may hold in escrow.

All deposits previously paid shall, in their entirety, remain in the possession of the Seller as a penalty clause.

Notwithstanding this retention of title clause, all risks relating to the products sold shall be borne by the Customer upon acceptance of said products on delivery. Therefore, the Customer will be held solely liable for any risks of damage, loss, partial or total destruction, irrespective of their cause, including fortuitous events or force majeure.

Until full payment has been made, the Customer may not pledge the products sold subject to retention of title, or use them as collateral.

The Customer undertakes to inform any third party, notably in the event of seizure, of the fact that the products subject to the retention of title clause belong to the Seller, and to inform the Seller immediately of any seizure or similar event.

ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS

The Seller is the owner or licensee of all intellectual and industrial property rights covering the products sold to the Customer, as well as logos and any distinctive signs under the trademarks "BURGER", "GRAD", "JARDIPOLYS", "BOOA", "INOLINE" and/or any other trademarks that may be used by the Seller.

All the information published on the Website www.burger.fr belonging to the Seller including, but not limited to images, showcasing photographs, photographs, videos, graphic style guides, products, accessories, packaging, logos, trademarks, domain names, texts, and fonts, belong to the Seller or its licensors and constitute works protected by the provisions of the Intellectual Property Code.

Any reproduction in whole or in part, editing, creation of derivative works from these images and/or any use of these images, showcasing photographs, photographs, videos, graphic style guides, sounds, logos, products, brands, domain names, texts or fonts, for any reason and on any medium whatsoever, without the express prior consent of the Seller, is strictly prohibited.

No transfer of intellectual property rights is carried out herein. Any reproduction, even partial, editing or use of said items protected by an exclusive right for any reason whatsoever is strictly prohibited and will constitute an act of counterfeiting punishable under criminal and civil law.

The products delivered by the Seller under the trademarks "BURGER", "GRAD", "JARDIPOLYS", "BOOA", "INOLINE" and/or any other trademarks used by the Seller may only be



resold in their original packaging and in conditions consistent with their brand image.

Any Customer who becomes aware of an infringement of the trademarks or patents or designs held by the Seller must immediately inform the Seller by any means.

ARTICLE 10 – PERSONAL DATA

The Seller attaches great importance to the protection of the personal data of its Customers. For any information on how the Seller processes, collects, and protects the personal data of its Customers, please view the Seller's privacy policy available at the following URL: <https://www.burger.fr/politique-de-confidentialite/>

ARTICLE 11 – COMMERCIAL DISPUTES

Any commercial dispute brought by the Customer relating to business relations with the Seller of any kind (invoices, commercial cooperation contracts, separate service contracts, miscellaneous claims, etc.) must be made within six (6) months of the complaint at the latest.

In any event: (i) any invoice not expressly disputed by the Customer within ten (6) months of receipt shall be deemed accepted by the Customer, and (ii) the undisputed part of the invoice in question shall be settled within the period provided for in the Contract.

As a general rule, payments due and/or settled under the Contract shall remain due to/in the possession of the Seller, unless otherwise specified in the Contract, and any offset payment is excluded.

By express agreement, the Customer's in-house rules, wording and/or procedures for processing orders and invoices are not binding on the Seller.

Furthermore, any claim relating to the payment of moneys (rebates, commercial cooperation, remuneration for other services, etc.) that reach maturity during the financial

year must imperatively reach the Seller no later than 31 December of financial year n+1. Failing this, the claim will be time-barred and de facto inadmissible.

ARTICLE 12 - MISCELLANEOUS

12.1 Independence of the Parties

The relations established between the Parties by the General Terms and Conditions of Sale are those of independent contractors, and therefore exclude any company created de facto between them.

12.2 Insurance

Each Party warrants that it holds a professional third party insurance policy with an insurance company covering all liabilities it may incur in the performance of the Contract, and undertakes to keep this insurance policy valid and up to date for the entire duration of the Contract.

12.3 Language

This Agreement is written in French and translated in English and may be translated into other languages. In case of contradiction between the French version and another language, only the French version shall prevail.

12.4 Advertising and business references

The Customer expressly authorises the Seller to take photographs of the products delivered and agrees to their use for advertising and commercial purposes on all types of media.

The Seller may use the Customer's name and logo as a commercial reference for the promotion of its products on any medium, notably on its website and/or those of its Affiliates. In this context, the Seller shall comply with the rules for the use of the Customer's trademarks sent in advance by the Customer, should this be required.

12.5 Tolerance and partial invalidity

The fact that one of the Parties belatedly invokes or fails to invoke a failure by the other Party shall not constitute a waiver of the right to invoke said failure in the future.

If one or more of the Contract clauses is (are) declared null or inapplicable, in particular pursuant to a law, a regulation or following a final decision of a competent court, the Parties will attempt to modify or replace the clause(s) in question by terms that best reflect the initial will of the Parties, provided that these terms are valid and applicable. The other clauses shall retain their full force and scope, unless the core purpose of the Contract disappears as a result.

12.6 Election of domicile

For the performance of the Contract and the consequences arising therefrom, the Parties elect domicile in their respective registered offices as stated in the Purchase Order(s). Any change of registered office or address by one of the Parties shall not be binding on the other Party until eight (8) calendar days after it has been duly notified thereof.

12.7 Eco-mobilier furniture recycling

BURGER & CIE is a member of the Eco-mobilier furniture recycling programme and has its own registration number.

écomobilier | N° REGISTRE FR019438

Give your furniture a second life. When you want to get rid of your furniture and it is still in good condition, you can donate it to a social and solidarity business concern. Otherwise, you can drop it off at the waste disposal centre or have it picked up when you

buy a new piece of furniture. The furniture collected in Eco-mobilier bins is sent to sorting centres where the materials are separated into streams (wood, scrap metal, plastic, etc.) to be sent for recycling and used to make other products.

Find out more at eco-mobilier.fr

ARTICLE 13 - APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

The Parties agree that any dispute relating to the construal, application, validity and performance of the General Terms and Conditions of Sale is subject to French law, even if the products are sold to a Customer established outside French territory.

In the event of a dispute involving the validity, construal, performance or termination of these General Terms and Conditions of Sale and of the Contract in general, the Parties undertake for a period of fifteen (15) days to use their best efforts to attempt to settle their dispute amicably.

IF, ON EXPIRY OF THESE FIFTEEN (15) DAYS THE PARTIES FAIL TO REACH AN AMICABLE SETTLEMENT OF THE DISPUTE, IT WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE **COURTS OF COLMAR, FRANCE**, REGARDLESS OF THE PLACE OF PERFORMANCE OR THE DOMICILE OF THE DEFENDANT, EVEN IN THE EVENT OF A THIRD PARTY CLAIM, PLURALITY OF DEFENDANTS, OR SUMMARY PROCEEDINGS OR A SUIT ON MOTION.

ARTICLE 14 - EFFECTIVE DATE

These General Terms and Conditions of Sale take effect as of 1 November 2019. They override any others drawn up prior to the date hereof.