

## **GENERAL TERMS OF SALE BETWEEN PROFESSIONALS**

### **1 – SCOPE OF APPLICATION.**

- 1.1. These General Terms of Sale (hereinafter, the “GTS”) represent, pursuant to Article L.441-1 of the French Code of Commerce, the sole basis for the commercial relationship between the parties.

Their purpose is to specify the terms and conditions under which BONTON shall supply the professional Buyer (hereinafter, the “Buyer”) who so requests.

- 1.2. The sale of products marketed by BONTON shall be conducted exclusively under these General Terms of Sale.

It shall apply without restriction or reservation to all sales conducted by BONTON to Buyers in the same category, regardless of the clauses that may be contained in the Buyer’s documentation, particularly its general terms of purchase.

- 1.3. In accordance with current regulations in effect, the GTS are systematically provided to every Buyer who so requests, to enable them to place orders with BONTON. They are also provided to any distributor (excluding wholesalers) prior to entering into a single agreement as referred to in Articles L. 441-3 et seq. of the French Code of Commerce, within the statutory time limits.
- 1.4. Any order of Products implies the Buyer’s acceptance of these General Terms of Sale and the terms of service for the BONTON website for electronic orders. Commitments made by BONTON representatives and officials shall not bind it unless confirmed by BONTON.
- 1.5. The information contained in catalogues, leaflets, or other advertising documents are non-binding and may be revised at any time. BONTON is entitled to make any changes thereto which it deems useful.
- 1.6. In accordance with current regulations in effect, BONTON hereby reserves the right to make exceptions to certain clauses of these General Terms of Sale, based on negotiations conducted with the Buyer, through the establishment of special terms of sale.
- 1.7. In the event of differentiated General Terms of Sale, BONTON may, additionally be required to establish category-based general terms of sale that provide for exceptions to these General Terms of Sale, based on the client type in question, determined using objective criteria. In such a case, the general terms of sale shall apply to all operators meeting such criteria.

### **2 - FORMATION OF THE AGREEMENT.**

- 2.1. Sales shall not be complete until the express written acceptance of the order by the Buyer, and by BONTON; such acceptance shall be materialised by an email confirming the Buyer's order; with it being specified that BONTON shall have a period of thirty (30) business days starting from the receipt of the Buyer’s order to accept or reject the order, particularly in order to ensure the availability of the products ordered.
- 2.2. Orders shall be confirmed in writing, through a purchase order duly signed by the Buyer.

BONTON has electronic ordering resources (including order acceptance and confirmation) (site references) enabling the Buyer to order products under optimal convenience and rapidity conditions.

For orders placed exclusively using the Internet, the recording of an order on the BONTON site is carried out when the Buyer accepts these General Terms of Sale by ticking the box provided for that purpose and confirms their order. That confirmation implies the full acceptance of these General Terms of Sale and constitutes proof of the sale agreement.

The order acknowledgement and acceptance are confirmed in a confirmation email. The data recorded in the BONTON computer system shall constitute proof of all transactions entered into with the Buyer.

No order totalling under three thousand Euros excluding taxes (€3,000.00 excluding taxes) for spring/summer collections and four thousand Euros excluding taxes (€4,000.00 excluding taxes) for fall/winter collections may be accepted by BONTON. The minimum order amount per collection may be revised annually by BONTON.

- 2.2. Any changes requested by the Buyer may not be taken into account, within the limit of BONTON's abilities and at its sole discretion, unless reported in writing at least thirty (30) days before the scheduled delivery date of the products ordered, after the Buyer signs a specific purchase order and any price adjustment.

### **3 – PRICE – ORDERS.**

- 3.1. Prices indicated in any price list are expressed in Euros, excluding VAT.

Prices billed by BONTON shall correspond to those in effect as of the day on which the order is accepted by BONTON and, as applicable, in the specific sales proposal sent to the Buyer. Such price lists are firm and not subject to change during their validity period, as indicated by BONTON. However, in the event of a variation, of any nature whatsoever, in the cost price, BONTON hereby reserves the right to change the product prices as a consequence.

Such prices shall be net and excluding taxes, ex-works. They shall not include shipping or any customs duties and insurance, which remain the Buyer's responsibility.

Special pricing terms may be applied based on specifics requested by the Buyer, particularly concerning shipping terms and times, deadlines, and payment terms. A special sales bid will then be sent to the Buyer by BONTON.

- 3.2. In the event the order is cancelled by the Buyer after its acceptance by BONTON less than at least sixty (60) days before the scheduled date for the supply of the products ordered, for any reason whatsoever, excluding force majeure events, the down payment made on the order, as specified in the Delivery clause of these General Terms of Sale shall automatically become the property of BONTON and may not result in any reimbursement.

If no down payments have been made on the order and in the event the order is cancelled by the Buyer after its acceptance by BONTON less than at least sixty (60) days before the scheduled date for the supply of the products ordered, for any reason whatsoever, excluding force majeure events, a sum representing 40% of the total price of the products excluding taxes shall become

the property of BONTON and billed to the Buyer, as damages in order to redress the loss thus suffered.

#### **4. PAYMENT TERMS.**

4.1. The payment terms shall be determined between BONTON and the Buyer when the order is acknowledged and according to the term of the Buyer's commitments, in compliance with the provisions of Article L. 441-10 of the French Code of Commerce

4.2. In the event of a payment in cash upon delivery

The price is payable in cash, in full as of the date of delivery of the Products, under the terms specified below in the "Delivery" clause and as indicated on the invoice provided to the Buyer, particularly when the Buyer does not plan to renew an order for the following season.

4.3. In the event of a down payment with the order

Over the first five (5) seasons, the payment of a down payment of 30% of the order will be requested of the Buyer and payable within eight (8) days following the acceptance of the order by BONTON.

Non-compliance with such payment deadlines shall result in the cancellation of the order. If the Buyer cancels their order after the established deadline, BONTON shall retain the full 30% down payment already made. If the collaboration between BONTON were not renewed the following season, BONTON shall require the Buyer to pay the full order in progress before delivery.

4.4. In the event of a payment by bank draft

Such a payment shall be subordinate to the acceptance of a draft drawn with a bank.

Bank drafts sent for acceptance must be returned to BONTON within a maximum period of eight (8) days following issuance.

4.5. In the event of payments under a payment schedule

The price shall be payable according to a payment schedule determined by the parties at the time the order is placed and duly approved by BONTON when the order is accepted by BONTON. The payment period shall be a maximum of thirty (30) to sixty (60) days starting from the issuance of the invoice regarding the order, as defined below in the Delivery clause. The payment times shall be specified on the invoice(s) issued.

The following payment methods may be used:

- By bank card: Visa, MasterCard, American Express, other debit cards
- By bank cheque

In the event of a payment by bank cheque, the cheque shall be issued by a bank domiciled in metropolitan France or in Monaco. The cheque shall be cashed immediately.

Payments made by the Buyer shall not be considered final until BONTON effectively receives the monies owed

- By bank wire transfer into BONTON's bank account.

In the event the Buyer misses any scheduled payments, BONTON reserves the right to cancel all or part of the Buyer's orders not yet executed or to suspend delivery thereof and to require the immediate payment of all outstanding debts. In the event of a late payment, BONTON shall

be entitled, by express agreement, to late interest on the total amount of the debt including taxes to redress the harm suffered by BONTON due to the missed payment, at the rate applied by the European Central Bank (ECB) for its most recent refinancing operation, plus 10 percentage points (Article L. 441-10, II of the French Code of Commerce); the ECB rate applicable during the first half of the year in question is the rate in effect as of 1st January of that year, and for the second half of the year, the rate in effect as of 1st July.

Lastly, a flat-rate penalty for collections costs, in the amount of 40 euros shall be payable, automatically and without prior notification, by the Buyer in the event of a late payment. BONTON hereby reserves the right to request the Buyer to pay additional compensation if the collections costs actually incurred exceed that amount, upon presentation of supporting documentation.

## **5 – DELIVERY.**

Due to BONTON's main activities and production cycles, the delivery time for the initial order shall theoretically be:

- For the Spring/Summer collection: between 15 December and 15 March;
- For the Fall/Winter collection: between 15 June and 15 September; with it being specified that BONTON will provide the Buyer, after the acceptance of the Buyer's order by BONTON with an approximate delivery date, within a period of eight (8) days starting from the acceptance of the order.

Any order may be executed by staggered deliveries that will be the subject of separate invoices. BONTON shall not, in any case, be responsible with regard to the Buyer if the delivery times cannot be respected. Non-compliance with such delivery times by BONTON as well as any error or omission cannot justify the cancellation of the order.

If an order cannot be totally fulfilled, BONTON shall strive, within the limit of available inventories, to best fulfil the order.

BONTON hereby reserves the right, in the event of a war, strike, mobilisation, incident in the plants or with its suppliers, lock-out, flood, tooling or equipment accident resulting in a total or partial shut-down, to consider such facts as force majeure events permitting it to cancel pending orders.

In the event of a delay greater than forty-five (45) days, the Buyer may request the cancellation of the sale. Down payments already made shall then be returned to the Buyer by BONTON.

BONTON's responsibility may not in any case be incurred in the event of a delay or suspension of the delivery attributable to the Buyer or in the case of a force majeure event.

The delivery shall be performed under the terms and conditions specified by the parties when the order was accepted by BONTON, with the products travelling at the Buyer's risk and peril.

## **6 – SHIPPING AND RISKS.**

Delivery shall be performed by the release of the products to the shipper and implements, starting from that date and regardless of the shipping method, the transfer of risks of damages (including loss) that the products may suffer for any reason whatsoever. The merchandise shall be shipped postage due. In its relations with the shipper, BONTON shall act as the Buyer's representative, but it shall be the Buyer's responsibility to take out the appropriate insurance, to check shipments when the merchandise is received and to exercise any appeals directly against the shipper, in the event of a loss, damage, or delay, with BONTON hereby declining all responsibility in that respect.

## **7 – RESERVATION OF OWNERSHIP**

BONTON hereby reserves, until the full payment of the price by the Buyer, ownership right over the products sold, enabling it to take back possession of said products. Any down payment paid by the Buyer shall remain the property of BONTON as a flat-rate compensation, without prejudice to all other actions it may be entitled to take against the Buyer.

However, the risk of loss and damage shall be transferred to the Buyer upon delivery of the products ordered.

Consequently, the Buyer shall be obligated to insure, at its own expense, the products ordered, to the benefit of BONTON, with ad hoc insurance, until the full transfer of ownership and to provide proof of such insurance at the time of delivery. Otherwise, BONTON shall be entitled to delay delivery until the presentation of such supporting documentation.

Unless notified otherwise beforehand by BONTON, and unless it is the subject of collective insolvency proceedings, the Buyer may resell the products as part of its normal activities, i.e., retail sales to end consumers. In no case may it dispose of them as a guarantee or pledge.

If the Buyer is authorised to resell to a third party other than an end consumer, it hereby agrees to inform that third party of the reservation of ownership clause that may burden the products sold and BONTON's right to claim either the products concerned, or the price thereof. BONTON's reclamation right may also be exercised by the Buyer on a sum equal to the amount of the price of the products sold paid to the Buyer by that third party. The Buyer is hereby obligated and shall obligate that third party to retain the products under reservation of ownership, so that they may not be confused with other products and shall respect and have respected any distinctive markings that may be placed thereon for that purpose. In the event of non-compliance by the Buyer with one of the payment due dates or in the event of any violation of this reservation of ownership clause, BONTON shall lose none of its other rights and without any other formalities than the sending of a registered letter with acknowledgement of receipt sent to the Buyer 8 (eight) days after notice sent receives no response, BONTON may require the return of the products at the Buyer's expense until the latter executes all of such commitments. Furthermore, BONTON may automatically cancel, if it so decides, the corresponding sales agreement, by registered letter with acknowledgement of receipt. Without prejudice to all other damages, the Buyer, in addition to its obligation to return the products, shall owe BONTON, in order to take into account the very rapid obsolescence of the products, a cancellation penalty fixed at 40 % (forty percent) of the pre-tax amount of the unexecuted agreement, if the products are returned to BONTON within 3 (three) months of their delivery and 60% (sixty percent) of that amount if they are returned more than 3 (three) months after their delivery. The cancellation penalty shall be charged by BONTON against payments already received as applicable.

## **8 – USAGE RIGHT REGARDING THE BRAND.**

Without the prior written consent of BONTON, the Buyer is hereby prohibited from using for advertising purposes the brands of the products as well as their graphics, logo, or any other element of their signage.

Without the prior written consent of BONTON, the Buyer is hereby prohibited from reselling the products to other resellers or intermediaries and to move them from the point of sale, for which the order is intended, to any other place of sale.

## **9 – SALES ON THE INTERNET**

Without the prior written consent of BONTON, the Buyer is hereby prohibited from reselling the products on Internet sites.

## **10 – INTELLECTUAL OR INDUSTRIAL PROPERTY**

BONTON shall retain all industrial and intellectual property rights associated with the products, photos, and technical documentation which may not be communicated or executed without its written consent.

In accordance with current laws in effect, the Buyer is hereby prohibited, under penalty of prosecution, from reproducing in whole or in part the models that it has purchased or that it has seen.

The Buyer is also prohibited from sending third parties any information enabling the total or partial reproduction of such models, in which case it would be guilty of complicity in the offence of infringement.

## **11 – WARRANTY – RETURNS.**

The products delivered by BONTON shall be covered by a contractual warranty lasting one (1) month starting from the delivery date, covering the products' non-conformity with the samples presented when the sale was placed or non-observation of planned sizes or colours and any hidden defects, resulting from a material, design, or manufacturing defect affecting the products delivered or rendering them unsuitable for use.

The warranty shall form an indissociable whole with the product sold by BONTON. The product may not be sold or resold after being altered, transformed, or modified. This warranty shall be limited to the replacement or reimbursement of the non-conforming or defective products.

Any warranty shall be excluded in the event of improper use, negligence, or lack of upkeep on the part of the Buyer, as in the event of normal wear and tear of the Product or a force majeure event.

In order to assert its rights, the Buyer shall, under penalty of lapsing of any associated legal action, inform BONTON in writing of the existence of the defects within a maximum period of eight (8) days starting from their discovery.

BONTON shall replace or have repaired the Products or parts under warranty deemed defective in the case of available products.

This warranty shall also cover labour costs.

In all cases, the Buyer must be authorised in writing by BONTON to make the return, which shall be conducted within a maximum period of 5 (five) days starting from the return approval, with it being specified that returns travel at the Buyer's risk and peril.

If the claim is found to be justified, the return shall be the subject of an exchange or if an exchange is not possible, a credit memo.

In all cases, returns of merchandise shall be made in a single shipment and may not take place after the following dates:

- 30 April for the Spring/Summer collection.
- 30 October for the Fall/Winter collection.

The replacement of the defective Products or parts shall not have the effect of extending the duration of the warranty established above.

Lastly, the warranty may not apply if the Products have been subjected to abnormal use or were used under conditions different from those for which they were manufactured, particularly in the event of non-compliance with the conditions prescribed in the user notice.

They also shall not apply in the event of damage or accidents resulting from impacts, falls, negligence, lack of supervision or upkeep, or in the event of the transformation of the Product.

## **12 – APPLICABLE LAW – LANGUAGE - DISPUTES - FORUM SELECTION.**

- 12.1. This Agreement is governed by French law. It is drafted in French. If it is translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.
- 12.2. In the interest of finding a solution together to any dispute that may arise in the performance of this agreement, the contracting parties hereby agree to meet within thirty (30) days starting from the first presentation of a registered letter with acknowledgement of receipt, sent by either of the parties.

This amicable settlement procedure represents a mandatory pre-requisite to the initiation of legal action between the parties. Any legal action initiated in violation of this clause shall be declared inadmissible.

However, if, after the end of a period of two (2) months, the parties do not reach an agreement on a compromise or solution, the dispute shall then be submitted to the jurisdiction designated below.

- 12.3. All disputes arising from this agreement, and the resulting agreements which may arise therefrom, concerning their validity, interpretation, performance, cancellation, consequences, or aftermath shall be submitted to the courts falling under the Court of Appeal of Paris.

## **13 – PERSONAL DATA.**

The personal data collected from Buyers shall be the subject of computer processing conducted by BONTON. They are saved in its Clients file and are essential to processing their orders. Such personal information and data are also retained for security purposes, in order to comply with legal and regulatory obligations. It will be retained as long as necessary for the execution of orders and any applicable warranties.

The data controller is BONTON. Access to personal data shall be strictly limited to the employees of the data controller who are authorised to process such data due to their duties. The information collected may potentially be communicated to third parties bound to the company by contract for the execution of the outsourced tasks, without the Buyer's authorisation being necessary.

A part of the execution of their services, third parties shall have only limited access to the data and be obligated to use it in compliance with the provisions of legislation applicable to personal data protection. In addition to the cases mentioned above, the Supplier is hereby prohibited from selling, renting, transferring, or giving access to third parties to the data without the Buyer's prior consent, unless obligated to do so for a legitimate reason.

If the data must be transferred outside the EU, the Buyer shall be informed of that and the guarantees put in place in order to secure the data (e.g., the outsourcer's adherence to "Privacy Shield", adoption of standard protection clauses validated by CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with applicable regulations, the Buyer shall have a right of access, correction, deletion, and portability of the data concerning them, as well as the right to object to processing for legitimate reasons, rights that they may exercise by writing to the data controller at the following postal or email address: Lucia Sibue – lsibue@bonton.fr

In the event of a claim, the Buyer may send a claim to Lucia Sibue – lsibue@bonton.fr

#### **14 – FRUSTRATION OF PURPOSE.**

These General Terms of Sale expressly exclude the frustration of purpose legal regime provided for in Article 1195 of the French Civil Code for all operations involving the sale of products by BONTON to the Buyer. The Supplier and the Buyer therefore each waive the right to avail itself of the provisions of Article 1195 of the French Civil Code and the regime of frustration of purpose set out therein, and undertakes to assume its obligations even if the contractual equilibrium is disrupted by circumstances which could not have been foreseen at the time the sales agreement was concluded, even if the performance thereof should prove to be excessively onerous, and to bear all the economic and financial consequences thereof.

#### **15 – ACCEPTANCE BY THE BUYER.**

These General Terms of Sale are expressly approved and accepted by the Buyer, who warrants and acknowledges having full knowledge thereof and accordingly waives availing itself of any contradictory document and, notably, its own general terms of purchase.

Order printed by Sales Representative      *Executed at ..... date: .....*  
*Client's signature*