

GENERAL TERMS AND CONDITIONS OF SALES

ARTICLE 1 - Scope

These General Terms and Conditions of Sale (hereinafter "GTCs") form the sole basis of the commercial relationship between the Parties. Their purpose is to define the conditions under which the company AMI PARIS (hereinafter "AMI PARIS") supplies the Purchasers (hereinafter "Purchaser"), via its website, by direct contact, or via a paper medium, with the products marketed by AMI PARIS (hereinafter "Products"), with the unique identifier numbers FR219293.011YOQ and FR219293.11AJAP. They apply without restrictions or reservations to all sales concluded between AMI PARIS and the Purchasers, which clauses may appear on any Purchaser's document, in particular its general terms and conditions of purchase.

These GTCs will be systematically communicated to the Purchaser to enable him to place an order with AMI PARIS, or to any product distributor upon conclusion of an agreement.

Any order implies acceptance of the present GTCs, the Selective Distribution Charter, and the terms and conditions of use of the website of AMI PARIS' partner LE NEW BLACK (<https://ys.ami-paris.fr/>) for electronic orders. The fact for AMI PARIS not to take advantage, at a given moment, of one of the stipulations of the present GTCs cannot be interpreted by the Purchaser as being equivalent to their waiver.

The information provided on all types of media is provided for information only and may be revised at any time. AMI PARIS may make any changes it deems useful and will notify the Purchaser thereof.

ARTICLE 2 - Orders and Prices

All orders must be confirmed in writing, by means of a purchase order signed by the Purchaser, which AMI PARIS must expressly accept. AMI PARIS offers the possibility to place an order electronically (<https://ys.ami-paris.fr/>). For orders placed exclusively on the internet, the registration is executed when the Purchaser accepts these GTCs by checking the box provided for this purpose and confirms its order. Any order shall only be processed once the Selective Distribution Charter has been signed and the GTCs been accepted.

The taking into account of the order and the acceptance thereof are confirmed by sending an email. The data recorded in the AMI PARIS computer system constitutes proof of all the transactions concluded with the Purchaser.

No order for an amount less than 15,000 euros for Men and 10,000 for Women will be accepted. Any possible modification requested by the Purchaser will only be taken into account within the limits of AMI PARIS' possibilities and of its sole discretion. Said modification must be notified within five (5) days from the date of placing the order, date of signature by the Purchaser of the purchase order or its electronic validation.

In the event that an deposit has been paid and in the event of cancellation in whole or in part of its order by the Purchaser, after a withdrawal period of ten (10) days from its signing and with the exception of a case of force majeure, the deposit paid upon ordering will be acquired by right by AMI PARIS, and shall not give rise to restitution. In the event that an deposit has not been paid, a sum corresponding to 100% of the cancelled amount of the order will be acquired by AMI PARIS and invoiced to the Purchaser as damages in compensation for the damage suffered.

AMI PARIS will send an order confirmation, valid as a final commitment, within thirty (30) working days from the date of its placement. The Products are supplied at the prices in force on the day the order is placed, they are firm and cannot be revised during the period of validity indicated by AMI PARIS. They are net and excluding taxes.

ARTICLE 3 - Payment terms

The invoice must be paid by the Purchaser, after agreement established by AMI PARIS:

- Or in cash: payment occurring within ten (10) calendar days from the date of issue of the invoice to the Purchaser.
- Or with a deposit corresponding to 30% of the total price of the order: the payment of the deposit occurring when the order is placed, the balance of the price being payable in cash, according to the agreement established between AMI PARIS and the Purchaser, either within thirty (30) calendar days from the date of issue of the invoice or before delivery.
- Or term: in full in a single payment within thirty (30) days from the date of issue of the invoice. This deadline is mentioned on the invoice sent to the Purchaser.
- Or according to the following schedule: the 15<sup>th</sup> and 30<sup>th</sup> of the month.

AMI PARIS will not be required to deliver the Products ordered if the issue does not pay it the amount under the aforementioned conditions. Any payment period starts from the date of issue of the invoice by AMI PARIS to the issue and may not exceed sixty (60) days in accordance with Article L.441-10 of the French Commercial Code. In the event of a payment incident, AMI PARIS reserves the right to demand cash payment for orders placed by the Purchaser.

The payment methods that can be used are as follows:

- By bank check.
- Bank transfer.

Payments made are considered final after actual collection of the sums due.

ARTICLE 4 - Delay and default of payment

Under no circumstances may payments be suspended or be the subject of compensation without the express, prior and written consent of AMI PARIS.

Failure to pay by the deadline set in the invoice will result, from the day after this deadline, in:

- 1) The immediate availability as of right and without formal notice, of all remaining sums due, regardless of the payment method provided, without prejudice to any other action that AMI PARIS would be entitled to bring, for this reason, against the Purchaser;
- 2) The immediate liability, automatically without formality or formal notice, of late payment penalties calculated at the legal interest rate increased by 10 percentage points on the price appearing on the invoice;
- 3) The immediate payment, as of right and without prior notification, of a lump sum compensation for recovery costs, in the amount of forty (40) euros.

AMI PARIS reserves the right to ask the Purchaser for additional compensation if the collection costs actually incurred exceed this amount, upon presentation of supporting documents.

In the event of late payment, AMI PARIS reserves the right to suspend its deliveries until full payment of overdue invoices and may refuse any new order, in accordance with Article 13 hereof.

ARTICLE 5 - Retention of title

AMI PARIS reserves, until full payment of the price in principal and interest by the Purchaser, a right of ownership over the products sold, allowing it to repossess said products. Interest is deducted from the expiry of the deadline set by the invoice and granted to the Buyer.

Any deposit paid by the Purchaser shall remain with AMI PARIS as a lump sum compensation, without prejudice to any other actions that it would be entitled to bring against the Purchaser.

ARTICLE 6 - Shipping - delivery - transport

Delivery is made in accordance with the order by the handing over by a carrier of the Products to the Purchaser. Deliveries are only made according to availability and in the order of arrival of the orders. AMI PARIS is authorised to make total or partial deliveries. The delivery times are indicated as exactly as possible but depend on the supply and transport possibilities of AMI PARIS. Delivery delays cannot give rise to damages, withholding or cancellation of orders in progress.

Article 6.1 - Delay or suspension of delivery not incumbent on AMI PARIS

On the other hand, AMI PARIS will be released from its delivery obligation by any accident or circumstance of force majeure as defined by French case law including and without limitation events such as mobilisation, war, strike, lock-out, lack of raw materials, the bankruptcy of suppliers or subcontractors, fire, machinery accident, interruption or delay in transport or any other event disrupting the operation of AMI PARIS, its suppliers and subcontractors.

Likewise, AMI PARIS cannot be held liable in the event of delay or suspension of delivery attributable to the Purchaser. The responsibility of AMI PARIS ceases, according to the agreement established between AMI PARIS and the Purchaser, upon delivery of the packages to the carrier: the delivery slip issued to the carrier constituting proof of delivery. The Purchaser is responsible for the transport of its order within fifteen (15) days from the electronic communication of its availability by AMI PARIS. If the Purchaser fails to do so, AMI PARIS will be entitled to demand payment of a penalty of 0.1% of the total amount of the order day of delay until the Products have been fully transported by the Purchaser.

If the Products are not transported within a further ten (10) days, AMI PARIS will consider the order as having been cancelled by the Purchaser under the conditions defined in Article 2 hereof: the deposit paid upon ordering will be acquired by right by AMI PARIS, and shall not give rise to restitution; if no deposit has been paid, a sum corresponding to 100% of the cancelled amount of the order will be acquired by AMI PARIS and invoiced to the Purchaser as damages in compensation for the damage suffered.

Article 6.2 - Changes at the request of the Purchaser

The delivery of the Products may take place at any other place designated by the Purchaser, subject to a ten (10) days' notice and within ten (10) days of receipt by AMI PARIS of the purchase order, at the exclusive expense of the Purchaser.

In the event of specific requests from the Purchaser, only at the time of placing the order, concerning the conditions of packaging or transport of the products ordered, duly accepted in writing by AMI PARIS, the related costs will be subject to a specific additional invoicing.

Article 6.3 - Obligations incumbent on the Purchaser and non-compliance of the Products

The Purchaser is required to check the apparent condition of the Products upon delivery. In the absence of reservations expressly made by the Purchaser in writing within eight (8) days of receipt of the Products, they will be deemed to conform in quantity and quality to the order. AMI PARIS will replace as soon as possible and at its expense, those whose lack of conformity has been duly proved by the Purchaser. Under no circumstances may the Purchaser return Products without being previously authorised in writing by AMI PARIS.

Products delivered in accordance with the order will not be returned or exchanged.

In the event of refusal of delivery by the Purchaser, the Buyer will be liable as compensation and without prejudice to actual legal or extrajudicial costs of compensation equal to 30% of the amount invoiced.

ARTICLE 7 - Transfer of ownership and risks

The transaction being concluded according to the Ex-works incoterm, the transfer of ownership of the Products will take place on the day of full payment of the price by the Buyer and the transfer of the risks of their loss and deterioration will take place on the day the Products are made available to the Purchaser by AMI PARIS.

The Purchaser therefore undertakes to insure, at its own expense, the Products ordered, for the benefit of AMI PARIS, by ad hoc insurance, until the complete transfer of ownership, and to justify it to the latter upon delivery.

ARTICLE 8 - Guarantee and liability of AMI PARIS

The Products sold by AMI PARIS benefit from a contractual guarantee for a period of two (2) years from the date of delivery of the Product to the carrier, covering the non-compliance of the Products with the order and any hidden defect rendering the Products unfit for use.

The Product may not be sold or resold, altered, transformed or modified. This warranty is limited to the replacement or reimbursement of non-compliant or defective products.

It is excluded in the event of misuse, negligence or lack of maintenance, in the event of non-compliance with the conditions prescribed in the instructions and documents attached to their dispatch by the Purchaser, as in the event of normal wear and tear of the Product or force majeure. The guarantee does not apply either in the event of deterioration or accident resulting from impact, fall, or in the event of transformation of the Product.

The responsibility of AMI PARIS can only be invoked or sought because of imperfections or substantial defects affecting the goods. Differences in quality, colour, size, weight, finish, design or irregularities in the normal range occurring in the company, negligible or unavoidable in production, will not be considered as substantial defects. The Purchaser must, within a maximum period of eight (8) days from receipt of the Products, inform AMI PARIS in writing.

ARTICLE 9 - Purchaser's obligations relating to distribution

The Products ordered must be sold under conditions conducive to ensuring a distribution compatible with the notoriety and prestige attached to the AMI PARIS brand. The Purchaser undertakes to sell exclusively, in its Point of Sale, and in a complementary manner on its Internet website, to final customers. The Purchaser agrees not to sell the Products, in any form, to wholesalers, entities or distributors not expressly authorised by AMI

PARIS. The Products delivered are considered as an inseparable whole, including in particular labels, brands and packaging; they must be resold as is.

If the goods are offered at a reduced price, in particular during sales, the Purchaser may not use the AMI PARIS brands for advertising purposes, nor announce that the Products are concerned. The Purchaser also undertakes to comply with applicable regulations and recognises that a large number of sales at a loss is likely to damage the image and prestige of said brands. Any violation of the obligations set out in this article will be considered a serious and substantial breach on the part of the Purchaser justifying the immediate termination, to his sole fault, of the contracts in force with him.

ARTICLE 10 - Intellectual property

AMI PARIS retains all intellectual and industrial property rights relating to the Products, to all forms of image, and technical documentation which may not be communicated or executed without its prior written authorisation.

The reproduction, representation and adaptation of the designs and models of AMI PARIS are strictly prohibited in any form whatsoever. It is expressly forbidden for any Purchaser or customer to remove the mark, brand or label of the Products or to copy them. Packaging bearing one of the AMI PARIS brands must only be used for contractual products and not for others. The Purchaser may not imitate the brands belonging to AMI PARIS and the associated logos.

No advertising relating to the said brands and the Products may be made without the prior written consent of AMI PARIS. Any violation of the obligations set out in this article will be considered a serious and substantial breach on the part of the Purchaser justifying the immediate termination, to his sole fault, of the contracts then in force with him. In addition, this non-compliance would constitute an act of counterfeiting and/or unfair competition, sanctioned by the laws in force and likely to result in the award of damages.

ARTICLE 11 - Personal data

The personal data collected from Purchasers are subject to computer processing carried out by AMI PARIS. They are recorded in their Customer file and are justified by the need to process their order but also for security purposes in compliance with legal and regulatory obligations. They will be kept as long as necessary for the execution of orders and any guarantees that may apply.

The data controller is AMI PARIS. Access to personal data will be strictly limited to employees authorised to process them by virtue of their duties. The information collected may possibly be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Purchaser's authorisation being necessary. Indeed, in the context of the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation. Apart from the cases stated above, AMI PARIS refrains from selling, renting, assigning or giving access to unauthorised third parties to the data without the prior consent of the Purchaser, unless it is forced to do so due to a legitimate reason.

If the data is to be transferred outside the EU, the Purchaser will be informed and the guarantees taken to secure the data will be specified. In accordance with the applicable regulations, the Purchaser has a right of access, rectification, erasure and portability of data concerning him, as well as the right to oppose processing for legitimate reasons, rights that he can exercise by contacting the data controller at the following email address: [dataprotection@ami-paris.fr](mailto:dataprotection@ami-paris.fr). The Purchaser can file a complaint with the CNIL.

ARTICLE 12 - Forced execution in kind

In the event of a breach by either Party of its obligations, the victim Party has the right to request the forced execution in kind of the obligations arising from these GTCs after a simple formal notice, sent to the defaulting Party by electronic mail, remained unsuccessful.

The victim Party may, three (3) days after receipt of this unsuccessful formal notice, have the obligation itself performed by a third party, at the expense of the defaulting Party, without prior judicial authorisation being required. The victim Party may also demand that the defaulting Party advance the sums necessary for this execution. The victim Party may, in the event of persistent non-performance or refusal of performance, request the resolution of the GTCs for breach in accordance with Article 15.3 hereof.

ARTICLE 13 - Non-performance defence

It is recalled that in application of article 1219 of the French Civil Code, each Party may refuse to perform its obligation if the other Party does not perform its own and if this non-performance is sufficiently serious, that is to say, likely to call into question the continuation of the contract or fundamentally upset its economic balance. The suspension of performance will take effect immediately upon receipt of the notification of the breach by registered letter by the defaulting Party.

However, if the impediment was final or continued beyond thirty (30) days, these GTCs would be rescinded for breach in accordance with article 15.3.

ARTICLE 14 - Force majeure

The Parties cannot be held responsible if the absence or delay in the performance of an obligation results from a case of force majeure within the meaning of Article 1218 of the French Civil Code and French case law. The Party noting the event must immediately inform the other Party of its inability to perform its obligation, by registered letter. The suspension of obligations may in no case be a cause of liability for failure, nor induce the payment of damages or penalties for delay.

However, during this suspension, the Parties agree that the costs generated by the situation will be borne by the prevented Party.

As soon as this event disappears, notified by registered letter by the observing Party, the Parties must resume normal performance of their obligations.

ARTICLE 15 - Resolution of the GTCs

Article 15.1 - Cancellation for force majeure

It is expressly agreed that, if a case of force majeure is recognised and the Parties are unable to perform their obligations again, the Parties may automatically terminate these GTCs without formality.

Article 15.2 - Termination for failure of a Party to fulfil its obligations

In the event of non-compliance by a Party with one of its obligations arising from these present GTCs, these may be rescinded at the option of the injured party. This resolution will take place automatically seven (7) days after receipt of a formal notice notified by registered letter or extrajudicial document, and which has remained ineffective. The formal notice must mention the intention to apply this clause.

ARTICLE 16 - Shared provisions for termination cases

The debt of an obligation to pay will be validly put in default by the mere payability of the obligation in accordance with Article 1344 of the French Civil Code.

Since the GTCs can only be useful through the full performance of the prescribed obligations, the rescission will give rise to full restitution. The injured Party may seek damages in before the court.

ARTICLE 17 - Disputes

In the event of failure to reach an amicable agreement between the Parties, within ten (10) days of receipt of a registered letter notified by one of the Parties, the dispute shall be submitted to the jurisdiction of the competent French Courts under the conditions of common law.

ARTICLE 18 - Applicable law and language of the GTCs

These GTCs and the operations resulting therefrom are governed by French law; only the French text is authentic in the event of a dispute.

ARTICLE 19 - Purchaser's acceptance

These GTCs as well as the prices and scales are expressly approved and accepted by the Purchaser who declares and acknowledges having perfect knowledge of them and thereby waives the right to invoke any contradictory document, and in particular its own general conditions of purchase.

Executed in \_\_\_\_\_, le \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
AMI PARIS

Name of the Purchaser :