

POLYFLOSS - Standard Terms and Conditions

1. Scope: These Standard Terms and Conditions shall apply to products (the "Products") manufactured and/or provided by THE POLYFLOSS FACTORY [a French company located 31, rue Paul Richez 93120 La Courneuve - RCS de Bobigny number 910 924 166] (the "Seller") and/or to any related services performed by the Seller (the "Services"), to a professional customer (the "Buyer"). Seller and Buyer are hereafter referred to individually as a "Party" and collectively as the "Parties". Any proposal of whatsoever form (the "Proposal") made by the Seller to the Buyer regarding the Products shall be governed by these Standard Terms and Conditions (the "STC") which, unless expressly otherwise agreed in writing, shall prevail in the event of a discrepancy with any other written or oral agreement between the Seller and the Buyer. The Proposal, including, without limitation, commercial, technical and financial documents shall be valid for a period of thirty (30) days from the date of its issuance. The Buyer's written acceptance of the Proposal, whatever form it may take (the "Order") shall be deemed the Buyer's unconditional and irrevocable agreement to these STC and the waiver of the Buyer's own purchase terms and conditions or any other similar document. The "Contract" shall then consist of an agreement signed by both Parties and/or the Order, including the STC, which form an integral part of the Contract. The Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings (whether oral, in writing or any other form) between the Parties.

2. Documentation: The weight, dimensions, size, performance, and other documentation relating to the Products provided for in the technical or commercial documentation (the "Documentation") of Seller are of an indicative nature only and are not contractually binding. The Seller remains the exclusive owner of the Documentation. The Buyer is granted a non-exclusive, non-transferable, and non-assignable right to use the Documentation.

3. Prices – Terms of payment: Products prices are in euros. All prices are exclusive of all applicable taxes, customs duties, levies, and other charges whatsoever which shall be at the exclusive charge of the Buyer. In the event of agreement on invoicing in a currency other than the euro, the variation in the exchange rate is assumed by the Buyer at the time of payment, compared to the euro which is the reference currency. The price quotes and rates for the Products and the Services may be changed or suspended by the Seller at any time, without prior notice. In derogation of Article 1195 of the French Civil Code (*Code Civil*), in the event of a change in economic, political, technological, commercial, legal, statutory/regulatory or operational circumstances that were unforeseeable to the Parties and that are entirely beyond their control, and which occur after the application of the STC and disrupt the economic balance of the contract, the Parties agree to negotiate in good faith the terms and conditions that will apply without a judge's intervention. Prices may in addition be revised if, on the day of execution of the Contract, there is a significant increase in the cost of raw materials. A fair negotiation will be established between the Parties to define the new price considering the profitability of Seller and the commercial constraints of the Buyer. Payment terms are 30 days net from the invoice date.

4. Title – Risk of loss: As to any Product delivered by Seller's carrier, title passes upon delivery at the place Buyer receives delivery or possession; and, thereafter, all risk of loss or damage shall be Buyer's exclusively. All other sales of Product are at F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss/damage at the point of shipment. Claims for Product damaged/lost in transit are Buyer's sole responsibility when not delivered by Seller's carrier. If the Buyer wants special insurance for the transport, it shall be responsible for ordering it from the company of its choice and bears the costs thereof.

5. Delivery date and schedule: Except in the event of provisions to the contrary included in the Contract or otherwise agreed in writing by the Parties, the delivery schedule shall be calculated from the last to occur of the following dates (i) receipt by Seller of all the information and data necessary for the fulfillment of the Contract, (ii) receipt by Seller of 100% of the payment owed as down payment for the Order, (iii) obtention of any license or other official authorization necessary for the import or export of the Products.

Unless otherwise provided by Seller, the delivery schedule, shipping dates or lead times set forth herein, in any Proposal, Order or Contract are indicative and shall not create any binding obligation on Seller to deliver the Products within such delivery schedule, shipping dates or lead times. Any performance obligation of Seller shall be subject to the condition that Seller itself received a timely and correct delivery from its suppliers. Seller will in good faith attempt to meet estimated delivery dates. Seller reserves the right to withhold delivery of the Product if, for any reason, Buyer violates any terms or conditions in a Contract or fails to pay to Seller any portion of the purchase price for the Product(s) in the amount(s) and at the time(s) specified in the Contract. Delays in delivery do not give rise to any penalty or compensation. Any delay in relation to the indicative delivery time initially planned cannot justify a termination of the Contract. Under no circumstances shall Seller be liable for any damages/losses arising out of or resulting from any delay of any kind whatsoever unless there is a specific written agreement between the Seller and the Buyer to the contrary.

6. Packaging and delivery: Prior to delivery, the Products will be preserved, packaged, or crated in accordance with Seller's usual standards. The Products delivered in accordance with a Contract are definitively transferred and may not be either returned or exchanged except in the event of a provision to the contrary. Seller reserves the right to make partial and/or anticipated deliveries with partial invoicing for the relevant amount. Seller reserves the right, for any given Order or Contract, to deliver quantities that may differ from the quantity ordered by the Buyer and the Buyer undertakes to pay the price corresponding to the quantity of Products effectively delivered by Seller.

7. Reception: Immediately upon Buyer's receipt of any Product shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer fails to so notify Seller within three (3) business days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions and to have been irrevocably accepted by Buyer. Seller shall not be responsible for claims for error in quantity, weight or number not made within three (3) business days after Buyer's receipt of Product. If the Buyer does not take delivery on the agreed date, the sale will be cancelled automatically eight (8) days after sending a formal notice by registered letter with acknowledgement of receipt, if it seems appropriate to Seller, with the consequences of this cancellation being borne by the Buyer and the latter remaining liable for the amount of the Products in full.

8. Intellectual property: All Products designed, manufactured, and sold by Seller benefit from the rights conferred by intellectual property on them, in terms of copyright, design rights, trademark and patent rights. The acquisition of Seller's Products does not confer any right on the Buyer to reproduce and market them. Seller, and its licensors if applicable, retains sole and exclusive ownership of all right, title and interest pertaining to the Products and all modifications, versions, and enhancements thereof (including, without limitation, ownership of all trade secrets, patents, trademarks, brands, logos, and copyrights pertaining thereto).

9. Limited warranty: Seller warrants that all Products sold are new and, upon payment in full by Buyer of the Product, free and clear of any security interests or liens. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WARRANTY IS THE EXCLUSIVE WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS PARAGRAPH. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, BY OPERATION OF LAW OR OTHERWISE, OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Solely as a convenience to Buyer, if Buyer believes any Product is initially defective as non-conforming to the Proposal description of the Product, then Buyer shall give Seller written notice of the alleged nonconformance within 15 (fifteen) business days of receipt of the Product. Seller's sole obligation under the foregoing events, and Buyer's exclusive remedies, will be limited, at Seller's election, to either: (i) replacement of non-conforming Product, or (ii) refunding the purchase price for such Product paid by Buyer and, at Seller's election, either return the Product to Seller (at Seller's expense), make the Product available for inspection and/or procurement by Seller at Buyer's place of business. In no event shall Seller's liability for non-conforming Product exceed the lesser of the price of the Product or the amount paid by Buyer. Seller shall not be responsible for any defect in Product that is created or originates after the Product is shipped from Seller, including Product subjected to combination, modification, adulteration, misuse, neglect, accident, improper handling or storage, or which has been altered by anyone other than Seller or its authorized representative or modifications to or adaptations of the Product made by Buyer or others. Seller shall not be liable on any notice of claim for nonconforming Product which is not issued to Seller within 30 days after such Product has been received by Buyer. Upon acceptance of Product by Buyer, Buyer irrevocably waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer at the time of acceptance. SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATION AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE.

10. Liability and Insurance: Throughout the term of the Contract, each Party shall maintain adequate insurance policies with a reputable insurance company. The Products will be supplied, and the Services will be performed subject to a reasonable endeavours obligation (*obligation de moyens*). Regardless of circumstances, the Seller will be liable only for direct material/tangible damages caused solely by the Seller. The Parties expressly agree that the Seller will incur no liability with respect to consequential or non-consequential/immateral damages (*dommages immatériels consécutifs et non consécutifs*), such as loss of business, commercial losses, difference in restocking prices, injury to image and reputation, etc.).

11. Confidentiality: During the entire duration of the performance of the Services/ the delivery of the Products, the Buyer shall consider strictly confidential, and shall not disclose to third parties (without the Seller's prior written approval), information already received from the Seller, as well as information the Seller furnishes in the frame of the delivery of the Products and/or during the performance of the Services, in particular, technical, financial, commercial and operational information such as among other samples, designs, formulations, trade secrets, copyrights, trademarks, patents, intellectual property, pricing, customer, vendor, manufacturer, distributor, supplier, packager, and shipper information, financial data.

12. Force majeure: The obligations of each Party shall be suspended automatically, without the need for any formalities, and such Party shall not be liable, upon the occurrence of force majeure events, defined as unforeseeable and external events that make performance of the Services/ the delivery of the Products impossible. Force majeure events include labour conflicts, strikes, insurmountable constraints and any other circumstances, such as requisitions, embargoes, a shortage of means of transport, a general lack of supplies, and energy use restrictions. If a force majeure event continues for more than thirty (30) business days, the Parties shall meet to decide under what conditions to continue or terminate their respective obligations. A delay due to a force majeure event shall extend, by the same duration, the time period for performing the obligations of the Party whose performance is impacted by the event.

13. Miscellaneous: 13.1 Commercial reference. Buyer hereby authorizes Seller to mention the latter's name as a business reference, to make public reference, in general terms, to the Contract and to reproduce its trademark and logo for such communication and promotion purposes. **13.2 Personal contract;** The Seller is entitled, without restriction, to assign all or part of its rights and obligations hereunder by any means, in particular, pursuant to a contribution of assets, to any third company. In addition, the Contract shall still be effective in case of change of control in the Seller's shareholder structure, whether due to a purchase, sale, merger, contribution or restructuring of the group. The Seller undertakes to perform the Services using its own resources. However, it may appoint subcontractors to perform all or part of the Services. In such case, the Seller will be solely responsible for the choice of subcontractor. Buyer will not transfer any of its rights under the Contract without the prior written consent of Seller which shall not be unreasonably withheld. Subject to the foregoing, the Contract will be binding upon the assignee. **13.3. Applicable law and jurisdiction.** These STC and the Contract are governed by French law. In the event of a dispute concerning the interpretation or performance of the Services/the Products/Parties' obligations, that the Parties are unable to resolve amicably within thirty (30) days from the start of the attempt to resolve the dispute, the Parties shall submit such dispute to the Paris Commercial Court (*Tribunal de Commerce*).