

GENERAL TERMS AND CONDITIONS OF SALE 2023

RECITAL

These General Terms and Conditions of Sale (the General Terms and Conditions of Sale") govern the sale of products and provision of services by Grad Concept Ltd ("Grad Concept Ltd" or "Seller") its subsidiaries, and its affiliates as well as by third party vendors and/or service providers of the Seller. These General Terms and Conditions of Sale as an agreement take precedence over the Customer's supplemental or conflicting terms and conditions to which notice of objection is given. Neither the Seller's commencement of performance or delivery shall be deemed or constructed as acceptance of the Customer's supplemental or conflicting terms and conditions. Grad Concept Ltd's failure to object to conflicting or additional terms will not change or add to the terms of these General Terms and Conditions of Sale. The Customer's acceptance of any offer of products and/or services issued by the Seller shall be deemed acceptance of the General Terms and Conditions of Sale.

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

Consequently, any order (hereinafter "Order(s)") sent to the Seller necessarily implies, as an essential and determining condition, the full, complete and unequivocal acceptance by the Customer of these General Terms and Conditions of Sale, which represent the sole basis for commercial negotiation.

Any conditions contrary to these General Terms and Conditions of Sale and notably any general or special conditions originating from the Customer, including any conditions of purchase and order forms, are consequently not opposable to the Seller, except in the case of prior written acceptance by the Seller.

The fact that the Seller doesn't take advantage at a precise time of any of the present General Terms and Conditions of Sale can't be interpreted as a waiver of the right to benefit

from one of these General Terms and Conditions of Sale at a later date.

The General Terms and Conditions of Sale may be modified at any time at the Seller's discretion without any other formality than their publication on the website <https://www.gradconcept.com> and www.gradconcept.com/en or their sending by e-mail to the Customer, only the latest version will be applicable and/or the version applicable on the date of reception by the Seller of the acceptance of the offer from the Customer.

These amendments shall not grant the Customer any right to indemnity. The General Terms and Conditions of Sale apply to all goods sold by the Seller, in conjunction with any special terms and conditions that may be applicable to the goods.

In the event of a contradiction between these General Terms and Conditions of Sale and special conditions specific to a good or to a Customer, the special conditions shall apply.

The purpose of the General Terms and Conditions of Sale is to define the terms and conditions for the sale of "GRAD® " brand products sold by the Seller or its subsidiaries to Customers, namely:

- Decking and cladding elements manufactured by the Seller's supplier partners, which may be modified by the Seller;
- GRAD® brand decking and cladding components manufactured directly by the Seller.

Special conditions relating to the products sold may appear on the product order form. If this is the case, these conditions will take precedence over all other contractual conditions.

As for the information, prices and statements appearing in the Seller's catalogues and prospectuses, they are given for information only and may be revised at any time. The Seller

is entitled to make any changes it deems necessary.

ARTICLE 1 – PLACING AN ORDER

1.1 *Contractual documents*

Following the placing of an Order accepted by the Seller, a contract of sale is formed (hereinafter the "Contract") consisting of the documents defined and listed hereinafter in decreasing order of priority, the preceding taking precedence over the following in the event of contradiction:

- The Order Form;
- The acknowledgement of receipt of the order;
- Any Special Conditions of Sale;
- **The General Terms and Conditions of Sale.**

*** The General Terms and Conditions of Sale.**

At the time of the forming of the Contract, the Parties agree on the contractual nature of the documents listed below being fully applicable to the relationship maintained by the Parties:

- The Graphic Charter specific to the use of the "GRAD® " brand,
- All the guides and notices presenting the Seller's recommendations for the installation and maintenance of "GRAD® " brand products, which can be consulted at the following internet link: www.gradconcept.com.

The Contract and the documents listed above constitute the entire agreement between the Parties. It shall supersede any prior or subsequent oral or written stipulation relating to the same subject matter.

1.2 *Terms and conditions for placing the Order*

Orders can be sent either by post, by e-mail or by electronic data interchange (EDI).

Any Customer is invited to send an e-mail to the following addresses about requests concerning an order, a price, a dispute or any other problem relating to the Parties' commercial relationship:

- uksupport@gradconcept.com for orders delivered in the UK,
- uksupport@gradconcept.com in the case of export orders.

The Order placed by the Customer shall only become definitive and firm once it has been expressly accepted by a written document issued by the Seller, which may be sent either by post or by e-mail, or by the written acceptance of the offer, or by the sending of an acknowledgement of receipt of the order conditional on the availability of stock.

The acknowledgement of receipt of the order shall indicate any modifications made by the Seller to the particular specifications of the Order in the event that it is impossible to deal with the Order initially issued by the Customer to the Seller. Any such modifications shall be confirmed in a written form by the Customer, which shall cause the Customer's Order to be dealt with. If the Customer does not respond in writing within 5 business days of receiving the modifications, this shall be deemed to be tacit acceptance.

No cancellation or modification of the Customer's Order during its performance or bargain shall be accepted by the Seller except with the Seller's prior written consent.

In the event of cancellation of an Order by the Customer after acceptance by the Seller, for any reason whatsoever other than force majeure, a sum corresponding to 20% of the total price excluding VAT of the Order may be invoiced to the Customer as a penalty clause by the Seller, by way of damages, to compensate for the loss suffered by the Seller because of the cancellation of the Order.

In the case of exceptional returns, a minimum discount of 20% will be applied to the excluding tax selling price of the products concerned.

The data recorded in the Seller's computer system for processing Orders shall constitute evidence of all transactions made with the Seller.

1.3 Down payment and warranties

In the event of a solvency problem identified by the Seller, the Seller reserves the right to require the Customer to pay the full amount of the Order or any down payment freely determined by the Seller before shipping the products.

To this end, the Seller shall send the Customer a pro forma invoice.

The Seller reserves the right, even during the processing of an Order, to require a warranty to secure the correct performance of the commitments, any refusal to do so allowing the cancellation of all or part of the Orders received.

1.4. Non-contractual product presentation

The information concerning the products presented is given subject to minor modifications that may be useful and necessary and that may be made to the definition of the product presented.

Thereby, the Seller may at any time offer the Customer a product that is more suitable for his Order, particularly about the type of wood, the components and the dimensions of the product concerned. With the Customer's agreement and without penalty, the Seller reserves the right to modify the Order in question.

The Seller reserves the right at any time to withdraw from its catalogues, brochures and commercial offers any product which no longer corresponds to the real expectations of its Customers, and the Seller reserves the right to put an end to the marketing of the products concerned.

ARTICLE 2 – Prices

2.1 Pricing conditions

The prices of the products are determined by the pricing conditions applicable on the date the Order is placed by the Seller or on the date of delivery; and; where applicable, by the specific commercial proposal submitted to the

Customer presenting the price applicable to the products or services ordered.

All additional costs linked to a sale or an Order (carriage costs, customs costs, insurance costs) are fixed on a case-by-case basis by the Parties in accordance with the regulations in force on the day of the Order, which, in the absence of any agreement, shall in principle be borne by the Customer.

The catalogues are available on the website www.gradconcept.com.

Only the written quotation or the acknowledgement of receipt of the Order from the Seller is authentic. In the event of a contradiction between a quotation and an order acknowledgement, the information contained in the order acknowledgement shall prevail.

The prices, information, details and descriptions contained in catalogues, prospectuses, in person or by telephone are given as an indication only, the Seller reserving the right to make any changes he may deem useful and necessary, only the written quotation being authentic.

The prices are expressed in GBP (£) before tax.

Any price quotation from the Seller is made for a specific volume of material.

The prices shown are no longer valid in the event of a partial Order, an Order with progressive delivery, or in the event of modification of a single term of the initial proposal without the prior written agreement of the Seller.

2.2 Duration of validity

Offers or quotations are valid for one (1) month from the date of issue and any Order placed after the expiry of this one (1) month period must be confirmed in writing by the Seller.

ARTICLE 3 – TERMS OF DELIVERY

3.1 Delivery times

A delivery is defined as the handing over of the ordered goods to the Customer.

All deliveries are made under the terms of the Incoterm "DDP". Title and risk of loss in all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier at delivery point. Delivery dates are estimated and are not guaranteed.

Any delay in the delivery of the products shall not, under any circumstances, give rise to:

- The allocation of damages;
- The payment of penalties; and/or
- The cancellation of the Order.

The Seller's liability shall in no event be incurred if the non-performance or delay in the performance of the Contract or the Order in progress results from a virus qualified as a pandemic or an epidemic approved by the national authorities of one of the Parties causing reduced economic activity due to restrictions imposed by the authorities or the health situation (protection of customers and/or employees), a strike, a fire, a flood, an administrative obstacle a manufacturing or tooling accident, a total or partial shortage of energy, transport or raw materials, a change in import or exchange conditions, a stoppage of motive power and, in general, any event beyond the Seller's control occurring after the conclusion of the sale and preventing its execution in whole or in part under normal conditions, as well as in the event of force majeure within the meaning of the jurisprudence of the courts of England and Wales.

If the impediment is temporary, the performance of the obligation is suspended.

Nevertheless, the Parties shall try to minimize the consequences as far as possible.

Failing this, if the impediment is definitive, i.e. after 30 days, the Parties shall be released from their obligations.

3.2 Transport

The products always travel at the Customer's risk, and it is the Customer's responsibility to check the products when they are received in the presence of the deliverer/carrier and to immediately make all useful and precise reserves and complaints to the carrier.

Any delay, any anomalies on deliveries, or whose announced quantities (products and expected pallets) on the delivery notes do not correspond to the latter must be registered on the receipt of the carrier.

Please note that in the absence of reservations mentioned on the carrier's consignment note (CMR), the Customer receiving the goods must provide evidence of the carrier's fault. Failing this, the carrier or the Seller cannot be held responsible.

If the anomaly has not been identified (damage not apparent) or if the driver contests the reservation by a written statement to the contrary, or if the reservation on the receipt is not legally valid (imprecise, poorly or not motivated), the Customer shall send a registered letter with acknowledgement of receipt or an e-mail to the following address within 72 hours of delivery:

- uksupport@gradconcept.com in the case of orders delivered in the UK (excluding CORSE – DROM -COM),
- uksupport@gradconcept.com in the case of orders sent for export.

The Seller is in no way liable for any delay in delivery caused by the carrier or for the preparation of the premises to receive the products sold by the Seller.

After this time, all deliveries, in particular to all logistics platforms, will be recognized as compliant and shall not be subject to any claim. The Seller's liability is limited to the replacement or reimbursement of products recognized as defective or missing, in compliance with the procedure described in Article 4 of these General Terms and Conditions of Sale.

Furthermore, the Seller shall not be liable if the products sold are stored in anomalous conditions or conditions incompatible with their nature.

In order to ensure that the Seller's products are delivered in the best possible conditions, a delivery date is agreed between the carrier and the Customer, which must be kept. If the Customer fails to accept delivery of the goods the seller shall store and insure the Goods pending delivery, and the customer shall pay all costs and expenses incurred by the seller in doing so.

In the event that the Customer requests a postponement of the delivery date, which is expressly accepted by the Seller, the Customer shall bear all the storage, handling and insurance costs relating to his Order in connection with the postponement of the delivery date.

3.3 External circumstances affecting delivery

The Parties agree that the occurrence in their commercial relations of certain external circumstances which do not fulfil the conditions of force majeure and which disrupt deliveries (such as blockades of industrial sites or storage warehouses or transport routes, a proven shortage of raw materials with advance notice, a health crisis, an exceptionally severe climatic contingency, etc.) may result in their liability being waived.

The Party affected by such circumstances will inform the other Party within 5 working days in order to find a solution with its co-contractor as soon as possible.

3.4 Terms of delivery

Prior to placing an Order with the Seller, all Customers shall ensure that their delivery site is accessible under the conditions described below.

In the absence of any prior agreement between the Parties, unloading shall take place at the foot of the lorry at the address indicated by the Customer at the time of the Order on a

reception site equipped with the logistical means necessary for unloading the ordered products.

No handling operations (in particular delivery to a floor, etc.) or installation operations will be carried out by the carrier.

The Customer shall be responsible for collecting, storing and depositing the products at the address indicated in the Order. Only the carrier is authorized to decide on the most suitable access for unloading the products. It is specified that the delivery will be made at the edge of the property in a place that is easily accessible and without risk for a truck.

If the real configuration of the delivery access physically prevents the unloading of the goods, the carrier reserves the right to cancel the delivery. In this case, the delivery costs, and all ancillary costs (storage, return delivery costs) shall be borne by the Customer.

ARTICLE 4 – CLAIMS PROCEDURES - CONDITIONS FOR THE RETURN OF PRODUCTS

4.1 Methods of complaint on receipt of the Order by the Customer

The Customer is obliged to carry out an inspection upon receipt in order to establish the impeccable quality of the product and to make any reservations and protests deemed necessary (quantity of products/pallets actually received; breakage, defects, losses noted, etc.) upon delivery by characterizing them on the appropriate document provided for this purpose by the carrier (consignment note) and by inserting the references of the product concerned, its quantity and the reasons justifying and characterizing the reservations. The mention "subject to unpacking" has no value and cannot be treated as a qualified reservation.

As the consignment note comprises several parts, one for each of the Parties to the transport service (the carrier, the Seller, the Customer), it is specified that in the event of the carrier's liability being called into question, only the version of the part kept by the carrier

shall be deemed authentic in the context of a dispute, whether amicable or judicial.

If the Customer believes that the product(s) subject to the Order is (are) defective, it (they) must not be installed.

Following his control, the Customer has a deadline of fourteen (14) days following the reception of the products to make a report on the apparent defects or the defects of non-conformity of the delivered product to the ordered product or to the delivery note, by sending to the Seller a notification with the necessary photos allowing to identify the invoked defect by:

- Registered letter with acknowledgement of receipt; or by;
- Email to the Seller's disputes department at the following address: uksupport@gradconcept.com.

The period stipulated above concerns all apparent defects and non-conformity of the product not caused by the transport of the products.

The claim sent by the Customer must be accompanied by a color photo of the product concerned and a photo of its bar code. The Seller shall not accept any return without having previously communicated its written agreement to the Customer.

At the end of the fourteen (14) day period, the products shall be deemed to comply with the Order.

The Seller reserves the right not to process or investigate any claim made after the expiry of this fourteen (14) day period.

Any return of goods must be the subject of a prior written agreement between the Seller and the Customer by the establishment by the Parties of a return note. Any goods returned without the Seller's prior written agreement shall be held at the Customer's disposal and the Customer shall be invoiced for the storage costs incurred. Such a situation shall not give

rise to the issue of any credit note or to its replacement.

After acceptance of a claim by the Seller and confirmation by the latter that certain products sold to the Customer (e.g. decking boards, cladding boards, etc.) remain usable despite a slight deterioration of the Product and defects judged by the Seller to be usable in good conditions, a settlement may take place in agreement between the Parties by means of a partial credit note calculated on a pro rata basis of the fall calculated by the Seller.

4.2 Warranty - Liabilities

*** Warranty**

The products marketed by the Seller under the "GRAD[®]" brand are covered by a commercial warranty offered by the Seller, the terms and conditions of which (scope, exclusions, products covered by the commercial warranty) are indicated on the www.gradconcept.com website.

In the event that one of the beneficiaries makes use of the commercial guarantee offered by the Vendor, the beneficiary shall provide the Vendor with all documents enabling it to prove that it has maintained the products sold in accordance with the Vendor's technical recommendations (for example: a copy of the purchase invoice for the recommended maintenance products).

In accordance with article 6 of the General Terms and Conditions of Sale, any Customer who resells products sold by the Vendor is required to inform their users of the technical recommendations published by the Vendor or by its supplier partners, provided that they have been duly communicated by the Vendor.

Such recommendations relate in particular to advice on the installation/maintenance of the products, such as twice-yearly maintenance of the decking part of "GRAD[®]" brand products.

The commercial warranty offered by the Seller only covers "GRAD[®]" brand products sold and manufactured directly by the Seller and does

not cover the labour (including the cost of removal or re-installation) required for their installation.

Any defect in the products must be brought to the attention of the Vendor by the Customer in the form of a notification sent within seven (7) days of the Customer's discovery of the alleged defect and must be accompanied by the following documents:

- A colour photo of the product concerned;
- A photo of its bar code; and
- Proof of purchase for possible activation of the commercial warranty.

*** Liabilities**

As a manufacturer of GRAD® brand structural elements, the Seller is liable for the manufacture of its products and assumes towards its Customer all the legal guarantees and liabilities incumbent upon it in its capacity as a direct manufacturer of the said products.

As a reseller of decking products manufactured by its supplier partners, the Seller is bound by the legal guarantees and liabilities incumbent upon it as a reseller of these products towards its Customer, a professional of the same speciality.

Any Customer, being of the same professional speciality as the Vendor, attests to having the necessary skills to note, by himself, the apparent defects of the goods purchased from the Vendor in order to raise any non-conformity defect upon receipt within 7 days.

Consequently, in the absence of a reservation raised on receipt of the products, the Buyer may not subsequently raise any apparent non-conformity or any defect of which it could not legitimately be unaware in its capacity as a professional.

In the event of damage to decking/cladding products resold by the Vendor, the Vendor expressly limits the extent of its liability, subject to gross negligence, to the replacement

cost of these products calculated according to the length of use of the damaged products and the date of appearance of the defects constituting the damage, to the exclusion of any damages.

*** Disclaimer of liability**

All Customers undertake to use and associate GRAD brand products with products compatible with the technology of the items sold by the Seller.

Under the brand name "GRAD®", the Seller markets a clip-on decking and cladding concept by offering the sale of various items necessary for the installation of a deck or cladding, such as structural parts, decking or cladding boards, and plastic clips to consolidate this assembly in a durable manner.

Given the complementary nature of GRAD® products, the Seller sells grooved boards according to a method that makes the groove compatible (clipping the clip to the groove) only with GRAD® brand clips, given the patented technology of the clip-on decking/cladding concept.

Any other mechanism for fixing (such as clips) or attaching boards (decking and cladding) to its structure which is not expressly approved or accepted by the Seller may not be used to install and consolidate a deck or a layer of cladding with its support.

Failing this, the Seller cannot be held responsible for any damage caused by the use of products not approved or recognised by the Seller when installing GRAD products.

4.3 Conditions for Product returns

Any return of goods shall be subject to prior written agreement between the Seller and the Customer.

Any goods returned without the Seller's prior written consent shall be kept at the disposal of the Customer, who shall be invoiced for the costs of storage and warehousing. Such a

return will not give rise to the establishment of a credit note or to its replacement.

If the Parties agree on the return of goods, the Seller shall send the Customer a return form describing the conditions of the return.

As from the notification of the Seller's agreement, the Customer has a period of 10 (ten) days to return the goods concerned to the Seller under the conditions specified below.

The product concerned must be sent properly protected, in its original packaging, in perfect condition for resale (not damaged or soiled), accompanied by any accessories, assembly instructions and documentation. The product must not have been obviously used in any way.

Unless the Seller gives prior written agreement, the transport costs associated with the return of the products shall be borne by the Customer. Any accepted return will lead, after verification of the returned products at the Seller's discretion, either to the establishment of a credit note in favor of the Customer or to the replacement of the products.

Insofar as the object of the complaint is recognized as being well-founded and the Seller establishes the proven non-conformity of the product, the Seller's warranty is limited to the reimbursement or replacement of the defective goods on production of the evidence of purchase (delivery note or invoice), to the exclusion of all other costs which will remain the responsibility of the Seller.

4.4 Stocks

The Seller will not take back, at its own expense, any stock of products not sold by the Customer.

ARTICLE 5 – TERMS OF PAYMENT

5.1 Principles and terms of payment

Unless otherwise specifically agreed, all the Seller's invoices are payable at the address of its registered office at 25 Station Road, Kings Heath, Birmingham, B14 7SR.

Orders can be paid for by bank transfer, bill of exchange, cheque, or credit card.

Bank draft or acceptance of payments shall not constitute a novation or dispensation from this article. The Seller's prices are exclusive of taxes and are increased by the taxes, in particular the VAT (value added tax) in force on the day of invoicing.

The payment terms are 60 (sixty) days from the date of issue of the invoice.

By way of derogation, a maximum period of 45 (forty-five) days, end of month, starting 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 does not constitute an abuse of the creditor.

Only payment on the due date shall discharge the debt. Unless expressly agreed otherwise, no discount is granted for cash payment.

5.2 Late or non-payment

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 shall be calculated on the amount of the remaining sums due, including all taxes, and shall run from the day following the due date for payment, without any prior formal notice.

The customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 Business Days of the date of each invoice.

Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

- the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force; and

- interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

If the circumstances justify it, the Seller may require payment in advance of certain orders, the payment of a deposit, or request bank warranties, without these constituting a novation of the present General Terms and Conditions of Sale.

5.3. Insolvency

By express agreement, in the event of a court-ordered judicial safeguarding procedure, a judicial restructuring or a judicial liquidation of the Customer being pronounced against the Customer, the unpaid amount of the invoices that the Customer may have issued in respect of the work performed in favour of the Vendor and the amount of any price reductions that may be due shall be cleared, in the event of a connexity, with the sums that the Customer still owes to the Vendor, the latter becoming immediately due and owed.

In the event of the resale of a "GRAD® " brand product by a Client subject to insolvency proceedings, any action to claim such goods shall be deferred to the resale price or the subrogated insurance indemnity.

ARTICLE 6 – OBLIGATIONS OF THE CLIENT

The Client may be held liable for any preparatory work carried out by him.

The Seller shall not be held liable in the event of faulty preparation of the surfaces that are to receive "GRAD® " brand products, or in the event of masonry that does not comply with the applicable standards.

All formalities related to building permits, or any declaration of works are the responsibility of the Customer, who undertakes to deal personally with all local or departmental town planning regulations imposed by the specific characteristics of the work carried out and the Seller's products.

The Customer is obliged to refer to and apply all the technical recommendations relating to the installation, maintenance, and removal of "GRAD® " brand products that the Seller makes available to the Customer by making them accessible to all (users of "GRAD® " products and all Customers) at the following e-mail address: uksupport@gradconcept.com.

By placing an Order with the Seller, the Customer undertakes to refer to and apply all of the Seller's technical recommendations relating to these products.

The Customer shall communicate them to any user or subcontractor entrusted with the installation of the Seller's products.

The Seller shall not be held liable if the Customer fails to follow the technical recommendations provided by the Seller, in particular those contained in the installation guide and the maintenance guide.

In the event of a dispute concerning compliance with these technical recommendations, it is up to the Customer to demonstrate by any means that he has complied with them.

All the Seller's technical documentation may also be provided on request.

ARTICLE 7 – RESOLUTION

In the event of non-payment of an instalment or a single fraction of the price, or more generally in the event of failure by the Customer to respect any one of the provisions of the General Terms and Conditions of Sale which might be sufficiently serious in the sense that it would constitute a breach of an essential obligation or if it would cause significant material consequences, any Contract may be terminated by operation of law eight (8) days after a formal notice has been sent by registered letter with acknowledgement of receipt which has remained unanswered, without any other formality.

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

ARTICLE 8 – Retention of title clause

It is expressly agreed that the products sold remain the property of the Seller until full payment of the amounts invoiced in principal and accessories.

The delivery of a bill of exchange, a bank or postal cheque or any other document creating an obligation to pay does not constitute payment within the meaning of this clause.

Payment shall only be deemed to have been made when the Seller has received the price.

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

In the event of a pronouncement of safeguard, recovery or judicial liquidation pronounced against the Customer, the products may be claimed, in accordance with the legal provisions in force. In the event of reclamation of the goods, for partial or total non-payment, the products stored with the Seller are deemed to correspond to the unpaid debts and may be reclaimed.

The Seller is already authorized by the Customer, who accepts it, to make an inventory and/or to sequester the unpaid products held by him.

Any advance payments previously made shall be retained in full by the Seller as a penalty clause.

Notwithstanding the present retention of title clause, all risks relating to the products sold shall be borne by the Customer upon acceptance of said products on delivery. The Customer shall thus be held solely responsible for all risks of deterioration, loss, partial or destruction, regardless of the cause of the

damage, even if it is a fortuitous event or force majeure.

Until full payment has been made, the Customer shall not give a pledge or charge on the products sold under reserve of ownership or use them as a guarantee.

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

ARTICLE 9 – Intellectual property

The Seller is the owner or licensee of all intellectual and industrial property rights covering the products sold to the Customer, as well as the logos and any distinctive signs under the "GRAD®" brand and/or any other brands used by the Seller.

All the items published on the www.gradconcept.com website belonging to the Seller such as, and not restricted to, images, photographs of settings, photographs, videos, graphic charter, products, accessories, packaging, logos, brands, domain names, texts, typographies, belong to the Seller or its licensors and constitute intellectual property works and titles. Any total or partial reproduction, modification, creation of derivative works from these images and/or any use of these images, photographs of settings, photographs, videos, graphic chart, sounds, logos, products, trademarks, domain names, texts, typography, for any reason and on any medium that may be, without the express and prior agreement of the Seller, is strictly forbidden.

No transfer or licensing of intellectual property rights is made through the present. Any reproduction, even partial, modification or use of these elements protected by a private right for any reason whatsoever is strictly prohibited and will constitute an act of infringement.

The products delivered by the Seller under the "GRAD®" brand may only be resold in their original presentation and in conditions conforming to their brand image as set out in the "GRAD®" brand's Graphic Charter.

The Customer who is aware of an infringement of the trademarks or patents or designs and models held by the Seller shall immediately inform the Seller by any means.

ARTICLE 10 – CONFIDENTIALITY

In general, the Parties shall maintain the confidentiality of the terms of their commercial negotiations as well as all information exchanged between the Parties during the performance of the Contract, in particular regarding information of a technical, commercial or financial nature or any information or document identified as being confidential or any other information relating to the know-how of the products marketed by the Seller. All such information shall not be disclosed to any third party without the express prior written agreement of the Party concerned. The Parties ensure such confidentiality with respect to their personnel and subcontractors by taking the necessary measures to preserve the confidentiality of the data of a confidential nature referred to herein.

ARTICLE 11 – PERSONAL DATA

The personal data collected from Customers is subject to electronic treatment by the Seller. They are recorded in the Seller's Customer file and are essential in the handling of an order. This information and personal data are also kept for security purposes, to respect legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any applicable warranties, under the responsibility of the Seller.

Access to personal data shall be strictly limited to the Seller's personnel authorized to process them by reason of their functions and exclusively to ensure the proper treatment of an order and to meet the legal obligations regarding the conservation of business documents.

The information provided may be communicated to third parties of the Seller to achieve these treatment purposes, without the need for the Customer's authorization, which the latter accepts.

Except for the circumstances set out above, the Seller shall not give third parties access to the data without the Customer's prior consent.

If the data is to be moved outside the European Union, the Customer will be informed and the necessary and applicable legal measures will be taken to secure the data, which will be specified to the Customer.

Any Customer has a right of access, rectification, deletion and portability of data concerning him/her, as well as the right to refuse their treatment for a legitimate reason, which he/she may exercise by contacting the Seller's data controller at the following e-mail address: rgpd@burger.fr.

In the event of a claim, the Customer may submit a claim to the Information Commissioner's Office.

All Customers are invited to consult the Seller's privacy policy available at the following URL: <https://www.gradconcept.com/privacypolicy/>

ARTICLE 12 – COMMERCIAL DISPUTE

Any commercial dispute issued by a Customer linked to a subject specific to the commercial relationship established with the Seller (invoices, commercial cooperation contracts, separate service contracts, miscellaneous receivables, etc.) must be formulated at the latest within one (1) year following the issue of the invoice sent by the Seller.

In any case:

- (i) any invoice not expressly disputed by the Customer within one (1) year of its issue shall be deemed to be accepted by the Customer, and,

- (ii) the undisputed part of the disputed invoice, paid within the period agreed in the Contract, shall be deemed accepted by the Customer.

In general, payments due and/or made under the Contract shall remain due/due to the Seller, unless the Contract stipulates otherwise, and any payment by clearing is excluded. It is expressly agreed that the rules, mentions and/or internal procedures for processing the Customer's orders and invoices are not opposable to the Seller.

If the limitation period is not respected, any claim will be time-barred and de facto inadmissible.

ARTICLE 13 - FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so.

Force Majeure means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

The performance of the obligation shall be suspended for the duration of the force majeure event if it is temporary and does not exceed 30 days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to continue the normal performance of their contractual obligations as soon as possible. To this end, the Party prevented shall notify the other Party of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act. If the impediment is definitive, the present contract shall be purely and simply terminated in accordance with the terms defined in the article "Termination" for cases of force majeure.

During this suspension, the Parties agree that the costs incurred by the situation shall be borne by the Party prevented.

The Party, victim of the default may, notwithstanding the "Termination" clause for failure by a Party to comply with its obligations set out below, in the event of sufficiently serious non-performance of any of the obligations incumbent on the other Party, notify the Defaulting Party by registered letter with acknowledgement of receipt, of the wrongful termination of the present agreement, after sending a formal notice to perform which has remained unsuccessful.

ARTICLE 14 – MISCELEANOUS

14.1 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 de facto company.

14.2 Insurance

Each Party declares that it holds a professional liability insurance policy with an insurance company covering all the liabilities it incurs in the performance of the Contract and undertakes to maintain this insurance policy in force throughout the duration of the Contract.

14.3 Language

This Agreement is drafted in English and may be translated into other languages. In the event of a contradiction between the English version and another language, only the English version shall be deemed authentic.

14.4 Advertising and trade references

The Customer expressly authorizes 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 in any medium, on its website and/or that of its Affiliates. In this context, the Seller shall comply with the rules for the use of the Customer's trademarks as previously communicated by the latter, if applicable.

14.5 Tolerance and partial invalidity

The fact that one of the Parties is late in invoking or does not invoke a breach by the other Party shall not constitute a waiver of the right to invoke the breach in question for the future.

If several or any of the provisions of the Contract are declared invalid or inapplicable, in particular, in application of a law, a regulation or following a final decision of a competent court, the Parties shall attempt to amend or replace the provision(s) in question by terms that best reflect the initial will of the Parties, provided that these are valid and applicable. The other provisions shall retain their full force and scope unless the very purpose of the Contract disappears as a result.

14.6 Election of domicile

For the performance of the Contract as well as its consequences, the Parties respectively elect domicile at their registered offices indicated in the Order form(s). Any change in the registered office or address of one of the Parties shall not

be opposable to the other Party until eight (8) calendar days after it has been duly notified.

14.7 Extended Producer Responsibility

The Seller is a member of Eco-mobilier and has its own registration number to give a second life to furniture through the intervention of players in the social economy.

ARTICLE 15 – GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

ARTICLE 16 – ENTRY INTO FORCE

The present General Terms and Conditions of Sale shall take effect as of 1st July 2023. They cancel and replace those established before the date of the present document.