

# GENERAL TERMS AND CONDITIONS OF SALE — XAVIER PIRON ET COMPAGNIE

## Article 1 — Scope:

These general terms and conditions of sale constitute, in accordance with Article L 441-I of the Commercial Code, the sole basis of the commercial relationship between the Parties.

Their purpose is to define the conditions under which XAVIER PIRON ET COMPAGNIE ("The Seller") supplies the following products to professional Customers ("The Customers or the Customer") who request them, via the Seller's website, through direct contact, or via paper support: Fabrics, other textile articles, and related products ("The Products").

They apply without restriction or reservation to all sales concluded by the Seller with the Customers, regardless of any clauses that may appear on the Customer's documents, and notably their general terms and conditions of purchase, except for contracts and general terms and conditions of purchase that XAVIER PIRON ET COMPAGNIE has expressly accepted and signed.

In accordance with current regulations, these General Terms and Conditions of Sale are systematically communicated to any Customer who requests them, to enable them to place an order with the Seller.

Any order of Products implies the Customer's acceptance of these General Terms and Conditions of Sale. The information appearing in the Seller's catalogs, brochures, and price lists is given for indicative purposes and may be revised at any time. The Seller is entitled to make any modifications that it deems useful.

The Customer declares to have read and accepted these General Terms and Conditions of Sale before making an immediate purchase or placing an order.

These General Terms and Conditions of Sale may be subject to subsequent modifications; the version applicable to the Customer's purchase is the one in force on the date the order is placed.

The contact details for XAVIER PIRON ET COMPAGNIE are as follows:

**XAVIER PIRON ET COMPAGNIE**  
SARL au capital de 21 952,66 €  
58 Route de Steenvoorde  
59270 GODEWAERSVELDE

445 750 888 RCS DUNKERQUE  
SIRET 445 750 888 00015  
Tel : 03 28 42 50 33  
Email : contact@piron.fr

## Article 2 — Order

### 2.1 Placing the Order — Modifying the Order

Sales are only deemed final after express written acceptance of the Customer's order by the Seller, who will ensure the availability of the requested products. The order placement is formalized as follows:

- 1) The Customer places an order by mail, email, or phone with the Seller, or through the Seller's sales agents who relay the orders to the Seller.
- 2) The Seller sends the Customer a detailed Purchase Order by email, listing the products, prices, availability dates, and, if applicable, delivery details.
- 3) If the Customer does not respond within 48 hours of receiving the Purchase Order from the Seller, the Order will be considered accepted by the Customer.

It is therefore the Customer's responsibility to verify the accuracy of the order and to immediately report any errors. Any modifications requested by the Customer can only be considered, within the limits of the Seller's capabilities, if they are notified in writing within this 48-hour period following receipt of the Purchase Order.

If a deposit is required (depending on the specificity of the Product), the order will only be considered accepted after payment of said deposit.

### 2.2 Order Cancellation

In the event of order cancellation by the Customer after acceptance by the Seller and after a period of FIVE (5) days following the 48-hour period after receipt of the Purchase Order from the Seller, for any reason other than force majeure, if a deposit has been paid at the time of ordering, as defined in the "Deliveries" section of these General Terms and Conditions of Sale, this deposit will be rightfully retained by the Seller and will not be subject to any refund. In the event of order cancellation by the Customer after acceptance by the Seller and within a period of FIVE (5) days following the 48-hour period after receipt of the Purchase Order from the Seller, for any reason other than force majeure, and if no deposit was required at the time of ordering, an amount corresponding to 50% of the total pre-tax price of the Products will be retained by the Seller and invoiced to the Customer as damages, in compensation for the loss incurred.

## Article 3 — Pricing

The products are supplied at the Seller's prices in effect on the date of order placement, as stated in the Purchase Order sent to the Buyer.

These prices are firm and non-revisable. These prices are net and exclusive of tax, ex-works, and packaging extra. They do not include transport, potential customs duties, or insurance, which remain the Customer's responsibility.

Special pricing conditions may be applied depending on specific requests from the Customer regarding delivery terms and conditions or payment terms and conditions. These specific conditions will be mentioned in the Purchase Order sent to the Customer by the Seller.

## Article 4 — Payment Terms:

### 4.1 Payment Terms

The price is payable in full and within the period specified on the purchase order and the invoice given to the Customer.

Payments are made by bank transfer or bank check.

In the case of payment by bank check, it must be issued by a bank located in mainland France.

The check is cashed immediately.

Payments made by the Customer will only be considered final after the Seller has effectively received the due amounts.

### 4.2 Possibility of Deposit (Specific Products)

A deposit corresponding to 20% to 50% of the total price of the Products may be required when placing the order, depending on the specificity of the ordered products. This deposit requirement will be mentioned in the Purchase Order sent to the Customer by the Seller.

### 4.3 Cash Discount

In case of early payment by the Customer within seven days from the date of the invoice, a discount of 2% on the total invoice amount including tax will be granted by XAVIER PIRON ET COMPAGNIE.

After the seven-day period, no discount will be granted. No discount will be granted for sales initially planned as cash or with an initial payment period of less than 10 days.

### 4.4 Late Payment

In the event of late payment and the sums due by the Customer beyond the above-fixed period, and after the payment date indicated on the invoice sent to the Customer, late payment penalties calculated on the total invoice amount including tax will be applied at the ECB REFI rate plus 10 points. These penalties will be automatically and rightfully acquired by XAVIER PIRON ET COMPAGNIE, without any formalities or prior notice.

This rate cannot be less than three times the legal interest rate.

In case of non-compliance with the above payment terms, the Seller also reserves the right to suspend or cancel the delivery of the Customer's current orders and to suspend the execution of its obligations.

Unless expressly agreed in advance and in writing by the Seller, and provided that reciprocal claims and debts are certain, liquid, and payable, no compensation can be validly made between any potential penalties for late delivery or non-conformity of the ordered products by the Customer on the one hand, and the sums due by the Customer to the Seller for the purchase of said products, on the other hand.

### 4.5 Recovery Costs

Finally, a fixed indemnity for collection costs, amounting to 40 euros, will be due, rightfully and without prior notification by the Customer in case of late payment.

XAVIER PIRON ET COMPAGNIE reserves the right to request additional compensation from the Customer if the actual collection costs incurred exceed this amount, upon presentation of proof.

### 4.6 Retention of Title Clause

The Seller retains ownership of the sold products until full payment of the price by the Customer, allowing the Seller to repossess said products. Any deposit paid by the Customer will be retained by the Seller as lump-sum compensation, without prejudice to any other actions the Seller may be entitled to bring against the Customer as a result.

However, the risk of loss and deterioration will be transferred to the Customer upon delivery of the ordered products.

The Customer is therefore obligated to insure the ordered products, at their expense, in favor of the Seller, with an appropriate insurance policy, until full transfer of ownership and to provide proof of this to the Seller upon delivery. Failing this, the Seller will be entitled to delay delivery until this proof is provided.

## Article 5 — Deliveries:

The Products purchased by the Customer will be delivered within a maximum period specified in the Purchase Order sent to the Customer by the Seller, starting from the potentially required deposit. Additionally, in cases where

Products with different delivery times are ordered, the applicable delivery time will correspond to the longest delivery time specified in the Purchase Order. This timeframe does not constitute a strict deadline, and the Seller shall not be held liable towards the Customer for delays in delivery not exceeding TWO (2) months.

If the delay exceeds TWO (2) months, the Customer may request the cancellation of the sale. Any deposits already paid will then be refunded by the Seller. The Seller's liability shall not be incurred in any case of delay or suspension of delivery attributable to the Customer or in cases of force majeure.

Delivery will be considered completed upon the transfer of Products at the Seller's premises ("ex-works"), or to a shipper or carrier, with the Products traveling at the Customer's risk and peril.

Upon delivery, the Customer is responsible for verifying the condition and conformity of the Products against the delivery note and/or packing list. In the absence of written and detailed reservations expressly made by the Customer upon delivery, including on the carrier's consignment note if applicable, the Products delivered by the Seller shall be deemed conforming in terms of quantity and quality to the order.

The Customer shall have a period of 48 hours from delivery and receipt of the ordered Products to issue such written reservations to the Seller. No claims shall be validly accepted if these formalities are not observed by the Customer.

The Seller will promptly and at its expense replace any delivered Products whose non-conformity has been duly proven by the Customer.

## Article 6 — Designation of Merchandise (Volume Purchase and Long-term Acquisition):

In the event of the Customer acquiring Products in volume and over a period, the designation of the merchandise must be made within the timeframe and delivery schedules stipulated in the Purchase Order sent by the Seller to the Customer.

Only the Seller may grant an extension of this designation period, and this must be done in writing.

In the event of a delay in the designation of the merchandise, the Seller may, at its discretion: Proceed with the resolution of the contract in favor of the Seller and to the detriment of the Customer, without prior notice to designate the merchandise, in accordance with Article 1657 of the Civil Code.

Or

Waive in writing the right to terminate the contract and execute the contract by proceeding with the delivery and invoicing of all quantities delayed in designation.

## Article 7 — Transfer of Property - Transfer of Risks:

### 7.1 Transfer of Property after Payment of Price

As a reminder, Article 4.6 of these General Terms and Conditions of Sale provides for a Reservation of Ownership Clause. The transfer of ownership of the Products to the Customer will only occur after full payment of the price by the Customer, regardless of the delivery date of said Products.

### 7.2 Transfer of Risks upon Delivery

The transfer of the risks of loss and deterioration of the products to the Customer will occur upon delivery of said products, regardless of the transfer of ownership, and regardless of the order date and payment thereof.

In any case, acceptance of goods by a carrier, the Customer acknowledges that it is the carrier's responsibility to make the delivery, with the Seller deemed to have fulfilled its obligation to deliver once it has handed over the ordered products to the carrier who accepts them without reservation.

Therefore, the Customer has no recourse against the Seller for failure to deliver the ordered Products or for damages occurring during transport or unloading.

## Article 8 — Warranties:

The Goods offered for sale comply with the regulations in force in France.

The Customer benefits from legal guarantees applicable in such matters, covering non-conformity of the products to the order and any hidden defects arising from a defect in material, design, or manufacturing affecting the delivered products and rendering them unfit for use, without any additional payment.

Any warranty is excluded in case of misuse, negligence, or lack of maintenance by the Customer, as well as in cases of normal wear and tear of the Product or force majeure.

Finally, the warranty cannot apply if the Products have been subject to abnormal use or have been used under conditions different from those for which they were manufactured, particularly if the conditions specified in the technical specifications provided by the Seller at the Customer's request have not been followed.

## Article 9 — Return of Goods:

No return of goods may be made by the Customer without obtaining the Seller's written agreement.

In any case, acceptance of the return of goods by the Seller shall not constitute acknowledgment by the Seller of any responsibility for the product.

In case of dispute, any goods already transformed cannot be returned and will not be subject to refund or compensation.

It is the Customer's responsibility to conduct checks and verifications on our goods before engaging them in a transformation process.

## Article 10 — Exception of Non-performance:

It is recalled that in accordance with Article 1219 of the Civil Code, each Party may refuse to perform its obligation, even if it is due, if the other Party does not perform its own obligation and if this non-performance is sufficiently serious, namely, capable of jeopardizing the continuation of the contract or fundamentally disrupting its economic balance.

The suspension of performance shall take effect immediately upon receipt by the defaulting Party of the notification of default sent for this purpose by the aggrieved Party indicating the intention to invoke the exception of non-performance until the defaulting Party remedies the identified breach, served by registered letter with acknowledgment of receipt or by any other durable written medium allowing proof of sending.

This exception of non-performance may also be used preventively, in accordance with the provisions of Article 1220 of the Civil Code, if it is evident that one of the Parties will not perform its obligations by the due date and if the consequences of this non-performance are sufficiently serious for the aggrieved Party.

This right is exercised at the risk and peril of the Party initiating it.

The suspension of performance shall take effect immediately upon receipt by the presumed defaulting Party of the notification of the intention to apply the preventive exception of non-performance until the presumed defaulting Party performs the obligation for which a future breach is evident, served by registered letter with acknowledgment of receipt or by any other durable written medium allowing proof of sending.

## Article 11 — Force Majeure:

The Parties shall not be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of Article 1218 of the Civil Code, or exceptional health or climatic contingencies beyond the Parties' control.

The Party experiencing the event must immediately inform the other Party of its inability to perform its obligation and justify it to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it entail the payment of damages or penalties for delay.

The performance of the obligation shall be suspended for the entire duration of the force majeure if it is temporary and does not exceed a duration of FIFTEEN (15) days. Therefore, upon the cessation of the cause of the suspension of their reciprocal obligations, the Parties shall make every effort to resume the normal performance of their contractual obligations as soon as possible. To this end, the incapacitated Party shall notify the other Party of the resumption of its obligation by registered letter with acknowledgment of receipt or any extrajudicial act. If the impediment is permanent or exceeds a duration of FIFTEEN (15) days, the present agreement shall be terminated purely and simply in accordance with the terms defined in Article 12 "Termination for Force Majeure."

## Article 12 — Termination for Force Majeure:

The automatic termination for force majeure shall only occur SEVEN (7) days after the receipt of a notice sent by registered letter with acknowledgment of receipt or any extrajudicial act. However, this notice must mention the intention to apply this clause.

## Article 13 — Non-renunciation:

The nullity of a non-essential contractual clause shall not render the General Terms and Conditions of Sale null and void. The temporary or permanent non-application of one or more clauses of the General Terms and Conditions of Sale by the Seller shall not constitute a waiver of the other clauses of the General Terms and Conditions of Sale, which shall continue to be effective.

## Article 14 — Assignment:

The Seller may freely assign all or part of this Agreement to any company controlled by, controlling, or under common control with it within the meaning of Articles L233-1 and following of the Commercial Code.

## Article 15 — Protection of Personal Data:

Personal data collected from customers are processed by the Company. They are recorded in its Customer file and are essential for processing orders. These personal information and data are also kept for security purposes, to comply with legal and regulatory obligations. They will be retained for as long as necessary for the execution of the order(s) and any applicable warranties.

The data controller is the Company. Access to personal data will be strictly limited to employees of the data controller authorized to process them by virtue of their duties. The information collected may be communicated to third parties contractually linked to the company for the performance of subcontracted tasks, without the customer's authorization being required. In the context of performing their services, third parties have limited access to the data and are obligated to use it in accordance with the provisions of applicable data protection legislation. Except as stated above, the Company undertakes not to sell, rent, transfer, or provide access to third parties to the data without the prior consent of the customer, unless required to do so for legitimate reasons. If data are to be transferred outside the EU, the customer will be informed and the measures taken to secure the data will be specified.

In accordance with applicable regulations, the customer has the right to access, rectify, erase, and port personal data concerning him/her, as well as the right to object to processing for legitimate reasons, rights that can be exercised by contacting the data controller at the postal or email address: contact@piron.fr. In case of complaint, the customer may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL).

## Article 16 — Applicable Law — Custom — Language — Disputes:

These General Terms and the operations arising therefrom are governed by French law and the customs of the profession.

They are drafted in the French language. In the event of translation into one or more languages, only the French text shall prevail in the event of a dispute.

In the event of a dispute concerning the validity, formation, performance, termination, interpretation, and/or consequences of their agreements, the parties shall seek an amicable agreement before any legal action and shall provide each other with all necessary information for this purpose.

IF A SETTLEMENT OF THE DISPUTE IS NOT REACHED AMICABLY WITHIN 2 MONTHS, THE COMMERCIAL COURT OF DUNKIRK SHALL HAVE SOLE JURISDICTION, REGARDLESS OF THE PLACE OF ORDER, PERFORMANCE OF THE SERVICE, AND PAYMENT AND MODE OF PAYMENT, EVEN IN THE CASE OF GUARANTEE APPEAL OR MULTIPLE DEFENDANTS.

## Article 17 — Acceptance by the Customer:

These general terms and conditions of sale, as well as the attached pricing and discount schedules, are expressly accepted and agreed to by the Customer, who declares and acknowledges having perfect knowledge thereof, and therefore waives any contradictory document, notably its own general terms and conditions of purchase.