

ARTICLE 1 – SCOPE

These standard terms and conditions of sale (“GT&Cs”) constitute the sole basis for business relations between the parties, pursuant to article L441-6 of the French Commercial Code. The purpose of these GT&Cs is to define the conditions under which WONDAY (“Supplier”) provisions any and all products and services that it commercialises (“Products”) in response to requests made by professional buyers located outside mainland France (“Buyer” or “Buyers”) via Supplier’s website, via direct contact, via appropriate paperwork, or via any other appropriate channel. These GT&Cs are communicated to any Buyer on demand to enable said Buyer to place an order with Supplier. These GT&Cs are also communicated to any Buyer within the legal time-limits prior to signing a one-time transaction agreement as provisioned under article L1441-7 of the French Commercial Code. Placing an order for Products implies that Buyer accepts these GT&Cs. Placing an online order for Products implies that Buyer accepts the general terms of service of Supplier’s website. Any special terms and conditions agreed between the parties or any other general terms and conditions of purchase cannot take precedence over these GT&Cs unless they have been expressly accepted by Supplier in writing, regardless of when Supplier was informed of such other set of terms and conditions. These GT&Cs apply to all contracts that Supplier signs with any Buyer, without exceptions, restrictions, or conditions. Information featuring in Supplier’s catalogues, brochures and price lists is only given for information purposes and can be revised at any time. Supplier is entitled to change such information as and when it sees fit.

ARTICLE 2 – ORDERS

Sales only become fully and finally transacted after Supplier issues express written acceptance of Buyer’s order, notably once Supplier has confirmed that the products requested for order are effectively available and deliverable in the ordered volumes and within the requested lead-times. Acceptance can also be transacted via shipment of the products. There is a minimum-quantity policy for all orders. The minimum single-unit order accepted is €200 (two-hundred euros) net of tax and charges. Title to the order goes to Buyer in person and cannot be assigned or transferred in any way or form without formal prior agreement from Supplier. Orders cannot be changed or rescinded once Supplier has accepted said order, unless otherwise agreed by Supplier in writing. Requests to change or rescind an order must be made by registered letter with sign-for delivery to evidence the date. If Supplier refuses to accept the requested change or rescission, any down-payments advanced will not be refunded. For orders relating exclusively to the back-to-school period to be honoured, given their promotional nature and the volumes generated, such orders must be confirmed at least one hundred and twenty (120) days before the requested delivery date, it being understood that the latest delivery date for such back-to-school-period orders will be the 20th August of each year (or, where appropriate, the previous working day). Manufacturing orders for private-brand products require the two parties to co-draft a six (6)-month manufacturing schedule.

ARTICLE 3 – PRODUCTS

Supplier reserves the right to make changes to its Products at any time at its absolute discretion.

ARTICLE 4 – DELIVERIES, TRANSPORT**4.1. Conditions**

Deliveries are arranged to the FCA (free carrier) Incoterm for all deliveries to Overseas France, and to the EXW (ex works) Incoterm for all other cases. The Parties may agree to apply another INCOTERM. In all cases, Buyer incurs the risks involved in bringing the Products to their final destination, and is therefore responsible for formally recording any damages or under-delivery observed and filing a formal record of their criticisms with the carrier by registered letter with sign-for delivery within three days of receipt of the goods.

4.2. Lead-times

Deliveries are only effectuated subject to availability and in the order in which orders are received. Supplier is entitled to make complete or partial deliveries. Lead-times given are designed to be as accurate as possible, but they remain subject to Supplier’s procurement and transport possibilities and so are given for guidance only. Overshooting delivery times shall not give grounds to claim for damages, hold-back or cancellation of outstanding orders. However, if lead-time given for delivery is overrun by more than thirty (30) days for any reason other than force majeure events, the sale may be rescinded at the request of either party simply via registered letter with sign-for delivery, in which case Buyer can recover their down-payment, to the exclusion of any other compensation or damages. Events considered as force majeure shall include as a general rule encompass any unforeseeable, irresistible, external event that frees Supplier of his obligation to deliver,

typically war, riot, fire, strike action, accident, or events making Supplier unable to secure its own procurements. Whatever the scenario, Supplier shall not be liable for any damages sustained by Buyer or any other person for any reason whatsoever in the event of non-delivery or partial delivery by Supplier of any order or in the event of delay or error in performing said order, unless Buyer duly demonstrates that Supplier is at fault. Supplier shall promptly notify and keep Buyer informed of the occurrence of the cases and events set out above. Whatever the scenario, on-time deliveries will only be made if Buyer is entirely up to date with all of its obligations to Supplier, with no exceptions.

ARTICLE 5 – INSPECTION ON DELIVERY

In the absence of criticisms expressly formulated by Buyer on delivery, the consignment of Products delivered will be deemed conform to the quantity and quality of goods ordered. Without prejudice to the measures to be taken with liaison with the carrier, any complaints concerning patent defects or Product deliveries that fail to match to the Product order or the waybill must be recorded in writing by registered letter with sign-for delivery within FORTY-EIGHT (48) hours of delivery of the Product shipment to the destination as indicated by Buyer. Such complaints must also be stated on the purchase order. Supplier’s warranty does not extend to any defects and nonconformities that have not been formally notified per the above-stated conditions. It is Buyer’s duty to produce all purposeful justifications of any defect or under-delivery observed. Buyer shall allow Supplier every opportunity to observe and remedy such defects, without stepping in himself or calling in a third party for intervene in this purpose. For Products sold pre-packaged form, the weights and measures at the time of delivery shall serve as proof of the quantities effectively delivered. Supplier shall promptly replace, and at its own cost, any Products delivered that Buyer has duly proven are nonconform and Supplier has duly accepted are nonconform.

ARTICLE 6 – RETURNS**6.1. Conditions**

All Product returns are to be framed by prior written agreement between Supplier and Buyer. Any Product that is returned outside such framed written agreement will be held at Buyer’s disposal without grounds for Supplier to issue Buyer a credit note. Buyer shall continue to bear all risks and costs pertaining to returns. Returned goods must be shipped in exactly the same state as they were delivered and accompanied by a goods return note affixed to the package.

6.2. Consequences

In the event of patently defective Products or nonconform Product deliveries duly observed and recorded under the conditions provisioned above, Buyer can benefit from either replacement of the goods at no charge or reimbursement of the goods at invoice value, at Supplier’s discretion, to the exclusion of any other compensation or damages.

ARTICLE 7 – PRICES**7.1. Pricing arrangements**

Unless specifically agreed otherwise between the parties, Products are supplied at price currently in force at the time the order is placed. Unless agreed otherwise, prices given are net of transport and net of taxes on the basis of the price schedules issued to Buyer. Any taxes, duties or other charges payable under French or EU regulations or the regulations in force in an importer country or a transit-convention country shall be borne by Buyer. The prices indicated on our price schedules hold valid for a 12-month period running from 1st January to 31st December each year. However, Supplier reserves the right to amend its price schedules and price-rate structures at any time in response to compelling changes economic conditions, particularly currency exchange rates or costs of business for itself and its suppliers. To do so, Supplier will announce the new price two (2) months in advance, at which point Buyer will have five (5) days to cancel their order.

7.2. Invoicing arrangements

A standard invoice will be drawn up for each delivery and issued at the time of delivery, unless a delivery order has already been issued, in which case a summary invoice referencing all delivery orders issued to date will be drawn up no later than the last day of delivery month.

7.3. Payment

Payment shall be made in full within forty-five (45) days counting from the date of issue of the invoice with payment made at end-of-month, at the Buyer’s discretion. Note, however, an exception to the above, as all new Buyers (where ‘new’ means any buyer who has not placed an order with Supplier within the previous 2 years) are to make payment in cash at the time they place the order. In the case of forward payment or outright payment, payment as termed under this article does not mean simply issuing a negotiable instrument or cheque implying an obligation to pay, but payment settled on the agreed due date. In the event of early payment, Buyer will not

be eligible to claim for any discount. Any delay in payment or payments of amounts owed by Buyer made outside the above-mentioned deadline and after the payment date stated on the invoice, late payment penalties will be calculated by marking up the tax-inclusive price stated on the invoice by an interest rate equal to the latest European Central Bank main refinancing rate plus 10 percentage points. Supplier will become entitled to such late-payment penalties automatically and by operation of law, without any prior notice nor further legal formalities to complete. Furthermore, Buyer shall automatically be liable to pay a flat-rate payment of €40 (forty euros) in debt collection fees, by operation of law and again without any prior notice nor further legal formalities to complete. Supplier reserves the right to claim additional compensation against Buyer if the costs actually incurred for debt collection exceed this amount, on the basis of document evidence to substantiate the claim. Late payment shall result in all sums due on account becoming immediately payable, without prejudice to Supplier's right to exercise any other remedies available under applicable laws against Buyer. Should Buyer fail to comply with these payment terms, Supplier has the right to suspend all outstanding orders, without prejudice to its right to exercise any other remedies available. Unless expressly agreed otherwise by Supplier in advance and in writing, sums owed by Buyer to Supplier cannot be set off against any receivables due by Supplier to Buyer.

7.4. Settlement guarantees

Any slide in the Buyer's credit rating may serve as grounds for Supplier to demand settlement guarantees or payment in cash or by bank transfer prior to execution of any orders received.

ARTICLE 8 – TRANSFER OF TITLE AND RISK

Title to the Products will only transfer to Buyer after Buyer has settled full payment of the purchase price, regardless of the date said Products were delivered. The parties hereby agree that simply issuing a negotiable instrument (bill of exchange or other promise of payment) does not constitute payment as provisioned under the meaning of this clause. For as long as this retention of title clause remains applicable, Buyer must keep goods delivered under this agreement separate and not mix them with other similar-category goods from other suppliers. Should Buyer fail to adhere to this arrangement, Supplier has the right to demand reimbursement in full or take back any of its goods still in stock. In the event of repossession or garnishment or any other third-party action on the goods, Buyer must notify Supplier immediately so that Supplier can take counter-measures and assert its ownership rights. Buyer is also prohibited from pledging or assigning ownership of said goods as security collateral. Note, however, that transfer of risks occurs upon delivery, in accordance with the applicable Incoterm, independently of the transfer of title. Buyer shall thus bear all risks, even if the sale agreed is carriage paid, from the moment goods are dispatched from Supplier's warehouse facilities. This therefore has the effect that Buyer incurs all risks involved in bringing the goods to their final destination and therefore inherits the burden of responsibility for formally filing record of any damages or under-delivery observed and engaging proceedings against the carriers responsible. Buyer consequently warrants to take out ad hoc insurance, at its own cost, to cover against Supplier's liability through to full and effective transfer of title, and to provide substantive proof of such insurance cover to Supplier on delivery, failing which Supplier shall be entitled to hold back delivery until such proof has been provided. In exception to this provision, Buyer may resell Products that fall in the scope of this agreement where and when resale is part and parcel of its normal course of business, on the caveat that in the event of resale, Buyer warrants to immediately pay the outstanding balance of the price still due to Supplier (or to inform sub-purchaser that said Products are under a retention of title clause, and to notify Supplier of the planned transfer so that Supplier can assert its rights and exercise any applicable claim it has on the resale price against the sub-purchaser).

ARTICLE 9 – INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All studies, plans, drawings and documents of any kind handed over or sent on by Supplier remain Supplier's property, even if they are communicated within the framework of a service that was requested by and billed to Buyer, and consequently must not be passed on by Buyer to any third party for any reason whatsoever, without the express consent of Supplier. Furthermore, all studies, plans, drawings and documents of any kind remain Supplier's property even if they were drawn up to satisfy completion of a Buyer order and/or Buyer specifications. Payment for services relating to these studies, plans, drawings or documents of any kind in no way compels any transfer of any kind of intellectual property rights, which remain solely owned by Supplier.

ARTICLE 10 – HARDSHIP

Pursuant to French hardship doctrine and in particular Article 1195 of the French Civil Code, if the contractual balance is frustrated by circumstances

that were unforeseeable at the time the contract was signed, the party that did not agree to assume and bear a risk that performance of its obligations may become excessively onerous can ask the co-contractor to renegotiate the contract. Should renegotiations fail, then the parties may jointly agree to appeal to the courts for a decision to rescind or revise the contract, pursuant to the provisions of article 1195 of the French Civil Code. In the event the parties fail to reach mutual agreement to refer the matter to court within a period of 15 days from the date of record of the initial non-agreement, the most diligent party may refer the matter to a judge for a ruling on whether to revise or rescind the contract.

ARTICLE 11 – NONPERFORMANCE

11.1. The Parties waive the right to assert the French excusable non-performance doctrine provisioned under Articles 1219 and 1220 of the French Civil Code, and consequently warrant to fully and comprehensively execute this contract even in the event of a breach of obligation or obligations by either party. However, if an impediment to performance becomes definitive or persists beyond 30 (thirty) calendar days from the date such impediment was notified by registered letter with sign-for delivery, the present contract will be purely and simply terminated for failure by either party to perform its obligations.

11.2. The parties expressly agree that non-payment of any due-date instalment or, more generally, any total or partial non-performance of any of Buyer's obligations will have the effect of rendering the full price owed by Buyer immediately payable, suspending any further deliveries, and rescinding any orders in progress. From that point on, if Buyer fails to complete full settlement of the full price payable, then the sale will be rescinded by operation of law, simply following a summons to pay that remains without response TWENTY (20) days after initial notice.

ARTICLE 12 – FORCE MAJEURE

The Parties will not be liable for any delay or failure in performing any of their obligations to the extent that such delay or failure is caused by a force majeure event, as described herein and pursuant article 1218 of the French Civil Code. The Party asserting a force majeure event shall notify the other Party, and provide substantive proof, that it is unable to perform. The resulting suspension of obligations shall under no circumstances activate liability for non-performance nor payment of damages or late penalties. Performance of the obligation is set aside for the duration of the force majeure event if said event is temporary and does not exceed thirty (30) days. Consequently, as soon as the cause of the suspension of their mutual obligations is lifted, the Parties will make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the frustrated Party will notify the other Party, by registered letter with sign-for delivery or by any other extrajudicial process available, that it is ready to resume its obligations. If the impediment to performance becomes definitive or persists beyond 30 (thirty) calendar days, the present contract will be purely and simply terminated, without notice nor further legal formalities.

ARTICLE 13 – WARRANTY

The Products come with a warranty against any defective material or poor workmanship that renders them unfit for their intended use. This warranty runs for a period of 12 months from date of delivery. Work interventions performed under the warranty do not extend the warranty period. Under this warranty, the only obligation that inures to Seller shall be, at its own discretion, free replacement or repair of the product or component that it has recognised as defective, unless this form of compensation proves impossible or disproportionately impracticable. To benefit from this warranty cover, any and all Product must first be submitted to Seller's after-sales service for endorsement before any replacement can be envisaged. Any allied shipping costs shall be borne by Buyer, and Buyer shall not be entitled to claim any compensation in the event its asset is immobilised due to application of the warranty. This warranty to Buyer does not work for patent defects nor for defects and deterioration caused by natural wear and tear or by accidental damage, by modifications to product made in a way planned, foreseen, or specified by Seller, by misuse or by use in conditions other than those it was engineered to work in, notably conditions that the maker or seller prescribed against.

ARTICLE 14 – PACKAGING, CONSIGNMENTS, PRIVATE-BRAND LABELLING

Packaging bearing Supplier's private brand is strictly and exclusively for use on Supplier's own products. Any perpetrator found in breach of this rule will be prosecuted and fined for damages.

ARTICLE 15 – PERSONAL DATA

The personal data collected from Buyers is computer-processed by Supplier. Such personal data is recorded in Supplier's master file of customers and is essential for properly processing orders. This information and personal data is also kept for security purposes, in readiness to adhere to the governing legal and regulatory provisions, and will be kept for as long as is necessary

to execute orders and any allied warranty obligations that may arise. Supplier is the data controller. Access to personal data will be strictly limited to data controller employees who are authorised to process such data by virtue of their roles and responsibilities. The information collected may be communicated to third-party providers under contract with the company to perform subcontracted tasks, without requiring prior authorisation from Buyer. Note that in the course of performing their services, third-party providers have only limited access to the personal data entrusted to them and are under obligation to only use said data in accordance with the legislative provisions governing the protection of personal data. Apart from the cases set out hereabove, Supplier represents and warrants to not sell, rent, transfer or give access to the data to any third party without Buyer's prior consent, unless compelled to do so on legitimate grounds. Supplier will notify Buyer if the data needs to get transferred outside the EU, and will inform Buyer of the measures taken to secure the data (typically the third-party provider's endorsement as a member of 'Privacy Shield' network, adoption of standard data protection clauses validated by the CNIL [the French national data protection authority], adoption of a code of conduct, securing CNIL certification, etc.).

In execution of the governing regulations, the Buyer, as data subject, has the right to request access to their personal data, to request rectification of their personal data, to have their personal erased or to limit or oppose how it is processed (for legitimate reason), and a right to request a portable copy of their data. To exercise these rights, simply send a letter or an email to the Wonday data protection officer, at dpo@wonday.com. Buyer can also file any data protection-related complaints to Supplier's data protection officer.

ARTICLE 16 – DISPUTE RESOLUTION

16.1. Disputes

Any and all disputes arising as to the terms, validity, interpretation, performance, or termination of this contract shall go through a mediation process prior to any legal action.

The Parties hereby irrevocably agree to entrust this mediation mission to the Chambre Nationale des Praticiens de la Médiation (CNPM) at 23 rue de Terrenoire, 42100 SAINT-ETIENNE, France. The matter can be referred to the CNPM by the most diligent party by simple request, and the CNPM will in turn propose the names of one or more listed mediators, depending on the importance and complexity of the case, which the Parties will be asked to accept and endorse. In the event the Parties fail to find agreement on the proposed name or names, it is hereby agreed that the decision on which mediator(s) to appoint will ultimately be made by the CNPM itself, with the Parties waiving any right to litigate against this appointment. The Parties agree to yield to whatever mediation procedure the appointed mediator(s) may determine.

The Parties warrant to attend any meetings organised by the mediator(s) and to promptly respond to any requests and summonses issued by the mediator(s). The Parties may be joined by their lawyers. The Parties warrant to cooperate in the mediation process and act in all good faith, and to maintain full confidentiality around the conduct of the mediation and around all statements, acts, documents, etc. arising during the process.

The agreement that the parties sign into at the end of the mediation procedure may be submitted by either party or jointly by both, to court for adoption to rule the case res judicata. Remuneration of the mediator(s) and payment of the allied costs of the mediation mission shall be borne by and split equally between the Parties, unless they reach a better agreement.

Should the mediation process fail to find a resolution, the dispute will be dealt with under the exclusive jurisdiction of the commercial court of Clermont-Ferrand.

16.2. Governing law

It is expressly agreed that these GT&Cs and the resulting sales and purchase transactions are governed by French law. These GT&Cs were originally drafted in French. If these GT&Cs are later translated into one or more other languages, only the French version shall prevail as binding and enforceable.

ARTICLE 17 – AMENDMENT

Supplier reserves the right to amend these GT&Cs at any time at its absolute discretion.

ARTICLE 18 – BUYER'S ACCEPTANCE

Buyer declares that it is fully conversant with these GT&Cs and the allied price schedules. Buyer expressly accepts and agrees to these GT&Cs and price schedules and thus acknowledges that it does not rely on and waives any right to defer to any other contradictory representations, in particular its own standard terms and conditions of purchase.

ARTICLE 19 – SEVERABILITY AND SURVIVAL

In the event one or more of the provisions in this agreement is held to be invalid or unenforceable as such, such invalidity or unenforceability shall not affect any other provisions of this agreement which shall continue in

full force and effect to the fullest extent that the general structure of this contract survives as safeguarded.

ARTICLE 20 – UNIQUE IDENTIFIER NUMBERS FOR PRODUCERS WORKING TO EXTENDED PRODUCER RESPONSIBILITY LEGISLATION

Pursuant to article L.541-10-13 of the French Environmental Code, unique identifier numbers (UINs) are proof that Supplier has duly registered to pay its contributions to producer responsibility organisations handling the end-of-life management of its products. UINs are issued to Supplier by ADEME—the French environment and energy management agency—to serve as proof that Supplier has fulfilled its EPR compliance obligations to register as a producer and declare products it has placed on the market with eco-organisations such as ECOLOGIC, CITEO, ECOSYSTEM, SCRELEC, or REFASHION. Supplier adheres to its obligations as provisioned under articles R543-195 et seq of the French Environmental Code. Buyer warrants to use the Supplier-provisioned take-back program when it intends to dispose of the products, or to give details of such take-back arrangements to any and all Buyers of said products.

	Unique identifier numbers
Electrical and Electronic Equipment (ECOLOGIC)	FR003358_050VWU; FR007510_05R9HH; FR012883_05IJD; FR023712_05CZIB; FR003248_05K56Z; FR204515_01SZVN
Packaging (CITEO)	FR020192_01LMKT
Lamps (ECOSYSTEM)	FR003358_050VWU
Batteries and accumulators (SCRELEC)	FR003358_0611YP
Textiles (REFASHION)	FR279495_11HKLJ