

**ARTICLE 1 - GENERAL CLAUSE**

The present general terms and conditions of sale (hereinafter the "GTCS") constitute, in accordance with Article L 441-6 of the French Commercial Code, the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which WONDAY (hereinafter the "Supplier") provides professional buyers located outside mainland France (hereinafter the "Buyers" or the "Buyer", or the "Purchasers" or the "Purchaser") who request it, via the Supplier's website, by direct contact or via a paper medium or any other means, all products and services marketed by the Supplier (hereinafter the "Products").

The GCS are communicated to any Purchaser who so requests, to enable them to place an order with the Supplier. They are also communicated to any Buyer prior to the conclusion of a single agreement as referred to in article 1441-7 of the French Commercial Code, within the legal time limits.

Any order for Products implies acceptance by the Purchaser of these GTCs and of the general conditions of use of the Supplier's website for electronic orders.

No special conditions, or general conditions of purchase, may take precedence over these GCS if they have not been expressly accepted by the Supplier in writing, regardless of when these other conditions may have been brought to the Supplier's attention.

They apply without restriction or reservation to all contracts concluded between the Supplier and a Purchaser.

The information contained in the Supplier's catalogues, prospectuses and price lists is given for information only and may be revised at any time. The Supplier is entitled to make any changes it deems necessary.

**ARTICLE TWO - ORDER**

Sales shall only be valid after the Supplier has sent a confirmation of receipt, which constitute acceptance of the Purchaser's order by the Supplier, who shall in particular ensure the availability of the Products requested, particularly with regard to the volumes ordered and the delivery times envisaged.

All orders must be for a minimum quantity. The minimum unit order accepted is €450 (four hundred and fifty euros) excluding tax and costs. Any order for a lower amount will be refused.

The benefit of the order is personal to the Purchaser and may not be assigned or transferred in any form whatsoever without the Supplier's prior agreement.

No modification or cancellation of an order may be accepted after acceptance of said order by the Supplier, unless otherwise agreed in writing by the Supplier. The request for modification or cancellation must be made in writing.

If the Supplier does not accept the modification or cancellation, the advance payments made will not be returned.

In order to be honoured, given their promotional nature and the volumes generated, orders relating exclusively to the start of the school year must be confirmed at least one hundred and twenty (120) days before the requested delivery date, it being understood that for orders relating to the start of the school year, the latest delivery date will be 20 August of each year (or the previous working day where applicable).

For orders for private label products, a six (6) month production schedule must be drawn up jointly.

**ARTICLE THREE – PRODUCTS**

The Supplier reserves the right to update the Products without prior notice.

**ARTICLE FOUR - DELIVERIES - TRANSPORT****4.1. Terms and conditions**

Deliveries are made in accordance with the FCA Incoterm for all deliveries to a French DROM / COM, and in accordance with the EXW Incoterm in all other cases.

The Parties may agree to the application of another INCOTERM, this agreement being binding on the Parties.

In all cases, the Products travel at the risk and peril of the Buyer, who, in the event of damage or shortage, is responsible for making all necessary observations and confirming his reservations by extrajudicial act or by registered letter with acknowledgement of receipt to the carrier within three days of receipt of the goods.

**4.2. Delivery times**

Deliveries will only be made subject to availability and in the order in which orders are received. The Supplier is authorised to make deliveries in whole or in part. Delivery times are indicated as accurately as possible but are subject to the Supplier's supply and transport possibilities. They are only given as an indication.

Exceeding delivery times will not give rise to damages, deductions or cancellation of orders in progress. However, if the delivery time is exceeded by more than thirty (30) days, for any reason other than force majeure, the sale may be cancelled at the request of either party by registered letter with acknowledgement of receipt. The Buyer may obtain the return of its deposit, to the exclusion of any other indemnity or damages.

Cases of force majeure include, more generally, all events of an unforeseeable, irresistible and external nature which relieve the Supplier of its obligation to deliver, in particular the following events: war, riots, fire, strikes, accidents and the impossibility for the Supplier to obtain supplies. In any event, the Supplier shall not be liable for any damage suffered by the Purchaser or any other person for any reason whatsoever, unless the Purchaser can prove that the Supplier is at fault, in the event of non-delivery or partial delivery by the Supplier of any order, delay or error in the execution of said order.

The Supplier will keep the Purchaser informed by any means, in a timely manner, of the cases and events listed above. In any event, delivery on time can only take place if the Purchaser is up to date with its obligations towards the Supplier, whatever the cause.

**ARTICLE FIVE - RECEIPT OF GOODS**

The Buyer is required to check the quantity and quality of the products delivered upon receipt. In the absence of reservations expressly made by the Buyer at the time of delivery, the products delivered will be deemed to conform in quantity and quality to the order. Without prejudice to the measures to be taken with regard to the carrier, complaints about visible defects, or about the non-conformity of the product delivered with the product ordered, or with the dispatch note, must be made in writing by registered letter with acknowledgement of receipt, within FORTY-EIGHT (48) hours of delivery of the products to the address indicated by the Buyer. Complaints must also be mentioned on the order form.

The Supplier does not guarantee any defects or non-conformities that have not been notified under the aforementioned conditions.

It shall be the Purchaser's responsibility to provide any justification as to the reality of the defects or anomalies observed. The Purchaser must allow the Supplier every opportunity to ascertain these defects and to remedy them. It shall refrain from intervening itself or having a third party intervene for this purpose. For products sold in packaged form, the weights and measures at the time of delivery shall be taken as proof of the quantities delivered.

The Supplier shall replace, as soon as possible and at its own expense, the Products delivered whose lack of conformity has been duly proven by the Purchaser and accepted as such by the Supplier.

**ARTICLE SIX - RETURNS****6.1. Terms and conditions**

All product returns must be the subject of a prior written agreement between the Supplier and the Purchaser. Any product returned without this agreement will be held at the Buyer's disposal and will not give rise to the issue of a credit note. The costs and risks of the return are always borne by the Purchaser. Goods returned must be accompanied by returns note to be attached to the parcel and must be in the condition in which they were initially delivered.

**6.2. Consequences**

In the event of an apparent defect or non-conformity in the products delivered, duly noted by the Supplier under the conditions set out above, the Purchaser may obtain a replacement free of charge, or reimbursement of the products at the Supplier's discretion, to the exclusion of any additional compensation or damages.

**ARTICLE SEVEN- PRICES****7.1. Determination of the price**

The Products are supplied at the price in force at the time the order is placed, unless a specific agreement has been reached between the parties.

Unless otherwise agreed, prices are net, excluding transport and tax, on the basis of the prices communicated to the purchaser.

Any tax, duty or other charge payable in application of French or European regulations or those of an importing or transit country shall be borne by the Buyer.

The prices indicated on the price lists supplied are valid for 1 year, from 1st January to 31st December of each year. However, the Supplier reserves the right to modify its prices and pricing structures at any time in the event of changes in economic conditions, in particular currency exchange rates, its costs and those of its suppliers. To do this, the Supplier will make the new price known two (2) months in advance, and the Purchaser will have five (5) days in which to cancel its order.

**7.2. Invoicing**

An invoice will be drawn up for each delivery and issued at the time of delivery, unless a delivery note has been issued, in which case a summary invoice, referring to all delivery notes issued, will be drawn up no later than the last day of the month of delivery.

### **7.3. Payment**

Payment shall be made in full, within a period, at the Purchaser's option, of forty-five (45) days end of month from the date of issue of the invoice.

As an exception to the above, for all new Buyers (who have not placed an order with the Supplier in the previous 12 months), payment will be made in cash, at the time the order is issued.

In the event of deferred or forward payment, a payment within the meaning of this article is not the simple handing over of a bill of exchange or cheque implying an obligation to pay, but their payment on the agreed due date.

In the event of early payment, no discount will be applicable.

In the event of late payment and payment of the sums due by the Buyer beyond the period set out above, and after the payment date shown on the invoice, the rate of late payment penalties will be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, applicable to the amount inclusive of tax of the price shown on the said invoice. The late payment penalties will be automatically and by right acquired by the Supplier, without any formality or prior formal notice.

A flat-rate indemnity for collection costs of 40 euros will be payable, ipso jure and without prior notification by the Purchaser in the event of late payment. The Supplier reserves the right to ask the Purchaser for additional compensation if the recovery costs actually incurred exceed this amount, on presentation of supporting documents.

Late payment will result in all sums owed by the Purchaser becoming immediately payable, without prejudice to any other action that the Supplier may be entitled to take against the Purchaser in this respect.

In the event of non-compliance with the terms of payment, the Supplier may suspend all orders in progress, without prejudice to any other course of action.

Except with the Supplier's express, prior and written agreement, no offsetting may be validly carried out between the sums owed by the Purchaser to the Supplier and any debts owed by the Purchaser to the Supplier.

### **7.4. Payments guarantees.**

Any deterioration in the Buyer's credit rating may justify the requirement of guarantees or payment in cash or by bank transfer, before the execution of orders received.

### **ARTICLE EIGHT - TRANSFER OF OWNERSHIP - TRANSFER OF RISK**

The transfer of ownership of the Products to the Buyer will only take place once the price has been paid in full by the Buyer, regardless of the date of delivery of the said Products.

It is understood that the mere delivery of a document creating an obligation to pay, such as a bill of exchange or other document, does not constitute payment within the meaning of this clause.

For as long as this retention of title clause is applicable, the Buyer must individualise the goods delivered under this contract and not mix them with other goods of the same nature from other suppliers. If the goods are not segregated, the Supplier may demand reimbursement or take back those still in stock. In the event of distraint or any other intervention by a third party on the goods, the Purchaser must inform the Supplier without delay in order to enable the Supplier to oppose it and to preserve its rights. The Purchaser shall also refrain from pledging or transferring ownership of the said goods by way of security.

On the other hand, the risks are transferred upon delivery, in accordance with the applicable Incoterm, and independently of the transfer of ownership. The Buyer shall bear the risks, even in the case of a sale agreed carriage paid, as soon as the goods are dispatched from the Supplier's warehouses.

This means in particular that the goods travel at the Buyer's risk, and it is the Buyer's responsibility in the event of damage, loss or shortages to make any reservations or take any action against the carriers responsible.

Consequently, the Purchaser undertakes, at its own expense, to ensure the products ordered, in favour of the Supplier, by an ad hoc insurance policy, until full transfer of ownership and to provide proof thereof to the Supplier upon delivery. Failing this, the Supplier shall be entitled to delay delivery until such proof has been provided.

By way of exception, the Purchaser is authorised, within the framework of the normal operation of its establishment, to resell the Products which are the subject of the contract. However, in the event of resale, the Purchaser undertakes to immediately pay the balance of the price still due to the

Supplier (or to inform sub-purchasers that the said Products are subject to a retention of title clause and to notify the Supplier of this transfer so that the Supplier can preserve its rights and, where applicable, exercise a claim on the resale price against the sub-purchaser).

### **ARTICLE NINE - INTELLECTUAL PROPERTY - CONFIDENTIALITY**

Studies, plans, drawings, or documents of any kind provided or sent by the Supplier remain its property, even if they are communicated as part of a service requested by the Purchaser and invoiced to it. They may not therefore be communicated by the Purchaser to third parties for any reason whatsoever, unless expressly agreed by the Supplier.

Furthermore, studies, plans, drawings, or documents of any kind, even those drawn up following an order from a Buyer and/or following specifications drawn up by the Buyer, remain the exclusive property of the Supplier. Payment for the service relating to these studies, plans, drawings or documents of any kind does not entail any transfer of any intellectual property rights whatsoever, which remain the sole property of the Supplier.

### **ARTICLE TEN - UNFORESEEN CIRCUMSTANCES**

In the event of a change in circumstances unforeseeable at the time of conclusion of the contract, in accordance with the provisions of article 1195 of the Civil Code, the party who has not agreed to assume the risk of excessively onerous performance may ask his co-contractor to renegotiate the contract.

If renegotiation fails, the parties may, in accordance with the provisions of article 1195 of the Civil Code, apply to the court by mutual agreement to have the contract rescinded or adapted.

In the event that the parties do not reach an agreement to refer the matter to the court by mutual agreement within 15 days from the date on which the disagreement is established, the most diligent party may apply to the court to have the contract revised or rescinded.

### **ARTICLE ELEVEN - NON-PERFORMANCE**

**11.1.** The Parties declare that they expressly waive the right to rely on the provisions of articles 1219 and 1220 of the French Civil Code in respect of the non-performance exception provided for therein. Consequently, they undertake to perform the present contract in full, even in the event of default by either of them. However, if the impediment is definitive or lasts for more than 30 days from the date on which the impediment is noted by registered letter, the present contract will be purely and simply terminated on the grounds that one of the parties has failed to fulfil its obligations.

**11.2** It is expressly agreed that in the event of non-payment of any of the instalments, or more generally, of total or partial non-fulfilment of any of the obligations incumbent on the Buyer, the full price will be payable without delay, and will cause the suspension of all deliveries, as well as the cancellation of orders in progress. Consequently, in the event of non-payment of the full price thus due, the sale will be cancelled by operation of law, following a simple summons to pay which has remained without effect for TWENTY (20) days after it was served.

### **ARTICLE TWELVE - FORCE MAJEURE**

The Parties may not be held liable 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 French Civil Code.

The Party observing the event must immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties. Performance of the obligation is suspended for the duration of the force majeure 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 will make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the Party prevented shall notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt or by any extrajudicial act. If the impediment is definitive or exceeds a period of 30 days, the present contract will be purely and simply terminated, without summons or formality.

### **ARTICLE THIRTEEN - WARRANTY**

In addition to the legal guarantees of conformity and hidden defects, applicable under the legal conditions, except in cases where the Buyer carries out an activity in the same field as that of the Supplier, in which case the guarantee against hidden defects is excluded, the products are guaranteed against any material or manufacturing defect rendering them unfit for their intended use, for a period of 6 months from the date of delivery. Interventions under the guarantee shall not have the effect of extending the duration of the guarantee.

Under this warranty, the only obligation incumbent on the seller will be, at its discretion, the free replacement or repair of the product or component recognised as defective by its services, unless this method of compensation proves impossible or disproportionate. In order to benefit from the guarantee, any product must first be submitted to the seller's after-sales service, whose agreement is essential for any replacement. Any carriage costs shall be borne by the purchaser, who shall not be entitled to claim any compensation in the event of the goods being immobilised as a result of the application of the guarantee.

The guarantee does not apply to apparent defects.

Also excluded are defects and deterioration caused by natural wear and tear or by an external accident, by any modification of the product not foreseen or specified by the seller, by its abnormal use, or by its use in conditions other than those for which it was manufactured, in particular in conditions not prescribed by the manufacturer or the seller.

#### **ARTICLE FOURTEEN - PACKAGING - CONSIGNMENT - BRAND LABELLING**

Packaging bearing the Supplier's trademark may only be used for its own products and may under no circumstances be used for products other than its own. Any infringement of this rule will expose the perpetrator to criminal prosecution and the payment of damages.

#### **ARTICLE FIFTEEN - PERSONAL DATA**

Personal data collected from Purchasers is processed by the Supplier. It is recorded in the Supplier's customer file and is essential for processing orders. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations, in accordance with the contract and legal provisions. It will be kept for as long as is necessary for the execution of orders and any applicable guarantees, and for a maximum of 5 years. The data controller is the Supplier. Access to personal data will be strictly limited to employees of the data controller, authorized to process such data by virtue of their functions. The information collected may be communicated to third parties bound to the company by contract for the performance of subcontracted tasks, without the Purchaser's authorization being necessary.

In the course of performing their services, third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Supplier shall not sell, rent, transfer or give third parties access to the data without the Purchaser's prior consent, unless compelled to do so for a legitimate reason. If the data is to be transferred outside the EU, the Buyer will be informed and the guarantees taken to secure the data (for example, the external service provider's adherence to the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the Buyer has the right to access, rectify, delete and port data concerning him/her, as well as the right to object to the processing for a legitimate reason. These rights may be exercised by contacting the data controller at the following postal or e-mail address: dpo@wonday.com.

In the event of a complaint, relating in particular to the restriction of the processing of their personal data, the Purchaser may address a claim to the Supplier's Data Protection Officer.

The Company's privacy policy is available at <https://www.wonday.com/politique-de-confidentialite/>.

#### **ARTICLE SIXTEEN - SETTLEMENT OF DISPUTES**

##### **16.1. Disputes**

All disputes arising out of or in connection with the present contract, its validity, interpretation, performance or termination, shall be submitted to mediation 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), located at 23 rue de Terrenoire, 42100 SAINT ETIENNE. The matter will be referred to the Chambre Nationale des Praticiens de la Médiation by the most diligent party, on simple request. The Chambre Nationale des Praticiens de la Médiation will submit one or more mediators from the list to the parties for approval, depending on the size and complexity of the case. In the event of disagreement between the parties on this proposal, it is hereby agreed that the choice of mediator(s) will ultimately be made by the Chambre nationale des Praticiens de la Médiation itself, with the parties waiving any recourse against this appointment. The parties agree to abide by the Mediation procedure to be determined by the appointed mediator(s).

The parties undertake to attend the various meetings organized by the mediator(s) and to respond diligently to all summonses and requests made by the mediator(s). The parties may be assisted by their lawyer.

In general, the parties undertake to cooperate in good faith with the mediation. They undertake to respect the confidentiality attached to the conduct of this procedure and to all statements, acts, documents, etc. relating thereto.

The agreement signed by the parties at the end of the mediation may be submitted, at the initiative of one of them or at their joint request, to the judge for homologation in order to give it the authority of res judicata. The remuneration of the mediator(s), as well as the costs incurred by the mediation mission, will be borne equally by the parties, unless a better agreement is reached between them.

Should the mediation fail, jurisdiction is expressly conferred on the Clermont-Ferrand Commercial Court.

##### **16.2. Applicable law**

It is expressly agreed that these General Terms and Conditions of Sale and the resulting sales and purchase transactions are governed by French law.

They are written in French and in English. In the event of translation into one or more languages, the French text shall prevail in the event of litigation.

#### **ARTICLE SEVENTEEN – AMENDMENTS**

The Supplier reserves the right to make any necessary changes to these terms and conditions at any time.

#### **ARTICLE EIGHTEEN - ACCEPTANCE BY THE PURCHASER**

These general terms and conditions of sale and the price list are expressly approved and accepted by the Buyer, who declares and acknowledges full knowledge thereof, and hereby waives the right to rely on any contradictory document, in particular his own general terms and conditions of purchase.

#### **ARTICLE NINETEEN - NULLITY AND INDEPENDENCE OF CLAUSES**

The possible cancellation of one or more clauses of the present contract shall not affect the other stipulations, which shall continue to have full and complete effect insofar as the general scheme of the present contract can be safeguarded.

#### **Signature of the Buyer**

Preceded by the handwritten note "read and approved on ..."