

## GENERAL TERMS AND CONDITIONS OF SALE MACH1 (JUNE 2021)

### In case of discrepancy the French version shall prevail

#### INTRODUCTION

The present General Conditions of Sale and the price list which supplements them apply to all orders for product(s) (hereafter the "Products") placed with the company Mach1 (hereafter "the Seller") by its clients. (hereafter "the Client").

Therefore, any order placed with the Seller implies, as an essential and determining condition, the full and unreserved acceptance by the Client of the said General Conditions of Sale.

Any contrary conditions and, in particular, any general or specific conditions from the Client, including any of its purchasing conditions or purchase orders, shall therefore not be enforceable against the Seller, unless specifically agreed beforehand in writing.

Mach1 not requiring performance of any provision hereof, at any time, may not be interpreted by the Client as a waiver by the Seller to apply at a later date any of the said Conditions.

The present General Conditions of Sale may be modified at any time. Any modification shall take effect thirty days after notification of said modification.

#### I. VALIDITY OF THE ORDER – ORDERS

An offer must give way to an order. Orders placed by the Client must be expressly agreed to become effective.

The need for a minimum quantity of Products ordered and / or for batch orders is specified in the corresponding price list if applicable.

Confirmation / acceptance of an order for Products takes place not earlier than 5 working days after the order is placed.

Orders become final once they are accepted by the Seller and may not be cancelled for any reason whatsoever. The orders may not be assigned without the authorisation of the Seller.

#### II. PRICES

The prices relating to the different lines of Products are indicated in the corresponding price lists.

Unless otherwise stated on the order or in the specific cases provided for herein or in the price lists, the prices are EXWORKS - Incoterms © 2020 (departure from the manufacturer's FACTORY).

The Products are invoiced at the price list rate excluding taxes indicated on the order form and applicable on the date of shipment. The price may be subject to modification under the conditions indicated in the price lists corresponding to the Product.

In the event of an increase of more than 5% of the price in euros of raw materials, the price may be modified accordingly with a prior notification of thirty (30) days to the Client, except for orders already confirmed.

If the price is based on a forecast of orders of a Product, the price applicable to additional orders may vary depending on the quantities requested.

#### III. MODIFICATIONS

The Seller may at any time, bring improvements and modifications to its Products it will find useful.

The weights, dimensions, and other data indicated in catalogues, leaflets, and price lists, are approximate indications. These data are binding only if the order accepted order expressly refers to them.

The Seller expressly reserves the right to modify or withdraw without prior notice any of these items until the order has been confirmed.

#### IV. DELIVERY TIME

The Seller delivers the Products according to the terms of the confirmed order. The delivery term starts running only from the day all details relating to the performance of the order are finally agreed and applicable down payments are made.

The Seller will do its best efforts to meet the delivery date set by the Parties. However, except in case of specific agreement, dates are indicative and may be modified in case of events out of Seller's control or in the event of deterioration of the Client solvency or Client failure to comply with its contractual obligations.

The usual delivery times are indicated in the corresponding price list and may vary according to the type of the Product or in the event the orders exceed the forecasts established between the parties.

Mandatory delivery deadlines must be specified and accepted in writing.

The Seller does not accept any penalty or any damages claim for late delivery.

#### V. DELIVERY - TRANSFER OF OWNERSHIP AND RISKS

Delivery is made "EX WORKS" (departure from the Seller's premises Incoterms ICC @ 2020) and the Client bears all costs and risks involved in taking the goods from the Seller's premises. Delivery is made by direct delivery of the Products, either to the Client or to the carrier designated by him or, failing that, chosen by the Seller. The Seller reserves the right to require the Client to take delivery of all the Products of an Order in a single delivery.

For spokes orders of at least € 9,000 excluding tax (nine thousand euros excluding tax), the Products are delivered "DAP" ("Delivery at place" Incoterms ICC © 2020), as indicated in the corresponding price list.

On receipt of the goods, the Seller must immediately verify their condition, quantity and their compliance with the details mentioned on the packing slip.

Products are deemed accepted if no reservation (in particular apparent defect, non-conformity or missing Product) is made by the Client by registered letter with acknowledgment of receipt within 3 days from their receipt to the transportation company, with a copy sent to the Seller at the same time or not later than 5 days. In the event of a reservation by the Client, the Client must provide all evidence as to the reality of the defects or missing Products, the Seller reserving the right to proceed, directly or indirectly, to any on-site check. Reservations known as "subject to unpacking" reservations are not accepted by the Seller (subject to any legal guarantees concerning hidden defects).

Products cannot be sent back by the Client without the prior written consent of the Seller. The Client has a maximum time of fifteen (15) days to send back the defective Products in their original packaging. The return costs will be borne by the Seller only in the event that apparent defect, non-conformity or missing Products are actually verified by the Seller or its agent.

The claim made by the Client under the conditions and in accordance with the procedures described in this article does not suspend the payment by the Client of the Products that are not concerned by the claim. The rules regarding Liability are set out in Article X hereof.

#### VI. PAYMENT

**The Seller does not grant any discount for early payment.**

**Invoices are payable by bank transfer.**

Invoices must be paid within thirty (30) calendar days from the date of issuance of the invoice, by bank transfer without discount for early payment.

For new Clients who do not have any credit insurance coverage, payment must be made in full before delivery.

The payment of a deposit does not allow the Client to withdraw its order by waiving the deposit.

Under no circumstances may payments be suspended or compensated without the prior written consent of the Seller. Any deduction from the invoice amount by the Client not authorized by the Seller may cause a suspension of deliveries.

In the event of a deterioration in the credit status of the Client or in the event of insufficient credit insurance rating, the Seller shall have the right, to require from the Client any necessary guarantee and/or to modify the payment conditions, in particular the outstanding amount and the payment term.

Any partial payment shall be deducted first from the legally unsecured part of the debt then from the oldest payments due.

Any amount not paid on the due date automatically entails the application of late payment interest equal to the semester key rates of the European Central Bank (ECB) plus 10 points (without being less than three times the rate of French Legal interest).

Late payment interest shall be due after exceeding the due date shown on the invoice and the period of time resulting from the application of the conditions mentioned here-above. The penalties shall be calculated according to the number of days outstanding by applying the rate in force.

In addition, a lump-sum penalty for recovery costs of €40 shall be collected as per article D441-5 of the French Commercial Code. When recovery costs exceed the amount of this legal lump-sum penalty, the Seller may request additional compensation upon justification. These penalties will be invoiced by the Seller and paid upon receipt of the invoice by the Client, without prejudice to any other claim for damages.

**Penalty clause: a penalty will be applied calculated at the rate of 15 % of the amount due by the Client if the Seller will need the services of a lawyer or a specialized company to obtain the settlement of the overdue payments.**

## VII. RESERVATION OF TITLE

The Product sold shall remain the property of the Seller until the invoices have been fully paid in principal amount and incidentals (article 2367 of the French Civil Code).

The delivery of a document does not constitute a payment within the meaning of this clause (letter of credit or other).

In the event of non-payment of any sum due to the Seller, the Product may be claimed back. Any provision to the contrary in the Client's order form is null and void. The above conditions do not preclude the transfer of the risks to the Client for the loss or deterioration of the Products and the damage the Products could cause.

The Client remains solely responsible for any risks of damage, loss, destruction and undertakes to get insurance coverage for them. In the event of a claim, the Seller would be subrogated to the Client's rights in relation to the insurance indemnity.

If any Product that are covered by the reservation of title has been resold by the Client, the claim of the Seller shall be automatically transposed to the claim for the prices of the Products thus sold by the Client. The Client shall immediately transfer to the Seller any debt arising from the resale of the unpaid Products under reservation of title.

In the event of claim of the Products, for partial or total non-payment, the Products in stock shall be deemed to correspond to the unpaid receivable. The Seller is already authorised by the Client, who accepts, to carry out an inventory and/or put in receivership the unpaid Products in its possession.

Until full payment is made, the Client undertakes not to give a pledge or a security on the Products sold subject to reservation of title, or to use them as a guarantee.

The Client undertakes to inform any third parties, particularly in the case of seizure, that the Products covered by the reservation of title clause belong to the Seller and to inform the Seller immediately of any seizure or similar operation.

## VIII. FORCE MAJEURE

The parties expressly agree that cases of force majeure shall include, beside those meeting the criteria retained by the French law or French case law, cases of fire, thunderstorms, lightning, strikes, flood, earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blocking of the means of transport or supply, energy supply shutdown, computer virus, any legislative or regulatory restrictions on supply of a service and decision by a public authority not attributable to the Seller that prevents delivery of the Products. A case of force majeure shall suspend the obligations of the party concerned throughout the duration of the force majeure. However, the parties shall endeavor to minimize the consequences thereof as much as possible. If due to a case of force majeure any of the parties is unable to fulfil its contractual obligations pertaining to one or more orders for 30 consecutive calendar days, any of the parties may cancel the order(s) concerned after sending a registered letter, with acknowledgement of receipt.

The parties shall then no longer be obliged to fulfil their obligations except, in particular, those resulting from the articles "Intellectual property" and "Confidentiality" of the present document, without any of the parties being entitled to any compensation or penalty whatsoever.

## IX. CONFIDENTIALITY – INTELLECTUAL PROPERTY

The Client undertakes to respect the intellectual and industrial property rights of the Seller and of third parties.

All Product marketed by the Seller are original creations. The Seller is the owner or sole beneficiary of all of the intellectual property rights in particular designs, patents and trademarks covering the Products sold to the Client.

The Products marketed by the Seller may not be represented or copied in any form whatsoever, without the prior written consent of the Seller. The same applies for information shown on the Seller's business documents, leaflets, catalogues or any other document showing the Product, regardless of the medium (plans, drawings, engravings, photography...).

Any use or reproduction of the brands of the Seller or third party having collaborated with the Seller, names of products, pictures, drawings, logos, corporate names and/or domain names must also have the prior, written authorisation of the Seller and shall comply with all rules relating to the use of any relevant trademark or graphic chart, which shall be available on request.

Any reproduction that has not received prior authorisation or any possession with a view to reselling non-authorised reproductions of the designs, brands and patents of the Seller shall constitute an infringement.

## X. LIABILITY

The Seller undertakes to make sure that the Products are compliant with the technical standards in force on the date of their manufacturing in order to be integrated into bicycle wheels developed by the Client. The Seller is not responsible for the adaptation of the Product to the Client's final products. The Client is solely responsible for designing its final products, the testing to be carried out and for providing proper advice for their use.

Subject to the cases expressly provided for by law, the Seller's liability is limited to the replacement, or the reimbursement of the Products recognised as defective or missing, at the Seller's choice. The Seller's liability is limited to the price of the Products delivered.

The Seller shall not be held liable if the Products sold are used or stored in abnormal conditions of maintenance or incompatible with their nature or for reasons such as accelerated corrosion linked to an unfavorable environment such as the maritime environment. In addition, any modification of Products made by the Client without the agreement of the Seller entails the loss of the right of replacement or reimbursement.

Either party may only be held liable for its own proven fault which has caused a personal, direct and certain damage to the other party, regardless of the basis and nature of the legal action. The parties expressly agree that indirect damage such as loss of image, operating losses, loss of income are excluded from any compensation.

In the event of a claim or action by a third party relating to the Seller's Products, the Client must immediately inform the Seller.

## XI. PERSONAL DATA

On accepting an order, the Seller may collect and process personal data of the employees and representatives of the Client and vice versa. Personal data are considered confidential information within the meaning of these general conditions of sale.

The collection and processing of these data are necessary for the execution of the contract and to maintain the business relationship in order to allow the Client to obtain the Products acquired from the Seller and to benefit from the services subscribed to the latter to access, where applicable, the online portal made available by the Seller, as well as the improvement of the services and information sent by the Seller.

The personal data of the person who has communicated his personal data can be disclosed by the Seller to the identified employees of its services, and, when necessary, to companies in charge of logistics in order to process the follow-up of orders or deliver the Products to the chosen delivery location.

This data will be kept for the duration of the business relationship between the Seller and the Client, and for the duration required to respect the legal obligations and regulations imposed on the Seller.

In compliance with the legal provisions and regulations applicable regarding personal data protection, after providing his personal data, a person who communicated his personal data to the Seller has the following rights:

- The right to rectify, to update, to restrict and to delete his data, by writing to the following e-mail address : [privacy@mach1.fr](mailto:privacy@mach1.fr)
- The right to have access to his data and the right to data portability by writing to the same e-mail address
- The right to file a claim through the Commission Nationale de l'Informatique et des Libertés (French Data Protection Authority)

The Client is invited to consult the [cnil.fr](http://cnil.fr) website for more information on its rights, in particular for claims to the CNIL.

## XII. TERMINATION

In case of breach or non-performance by the Client of any of the provisions of the present General Conditions of Sale, the Seller may terminate the commercial relation if no correction is made within thirty days after formal notification, without any other formalities.

## XIII. APPLICABLE LAW – JURISDICTION

The present general conditions of sale are governed by French law.

Any disputes arising from the drafting, interpretation or execution of the contract concluded between the parties or of the present General Conditions of Sale, shall come under the exclusive jurisdiction of the Montbrison court in which the Seller's head office is located, even in the case of the Seller's guarantee is involved or in the case of multiple defendants.