

**General Terms and Conditions of Sale**  
**Accolade France SAS**

**Article 1 – General**

1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to (i) all offers, quotations, order confirmations issued by Accolade France SAS, or any affiliate thereof ("Supplier") and (ii) all Agreements as hereinafter defined between Supplier and any buyer ("Buyer").
2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately object to this in writing.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence. Until such time as specified herein, a Purchase Order shall not be binding on the Supplier.
5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted without Supplier's written consent. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer. No variations or waivers relating to the Order Confirmation, Agreement or General Conditions shall be valid unless agreed to in writing by Supplier.

**Article 2 – Prices**

1. At any time before the conclusion of an Agreement, all of Supplier's offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.
2. Unless otherwise agreed by the parties in writing, prices will be those in effect on the day of the Agreement.
3. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, packaging and carriage and based upon delivery per Article 4 below.
4. All sales shall be invoiced inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export.

**Article 3 – Terms of Payment**

1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless otherwise agreed by the parties in writing. Supplier reserves the right to require full or partial payment in respect of any products or services in advance of delivery of the products or performance of the services and/or to otherwise obtain security for payment. Buyer shall not be entitled to suspend its payment obligations.
2. Unless otherwise agreed by the parties in writing within the limits of Article L441-6 of the French Commercial Code, the payment terms may not exceed thirty (30) days from the date of invoice.
3. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge interest on any overdue payments at the rate applied by the European Central Bank plus 10 percentage points per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extra judicial collection costs. The rate applied by the European Central Bank will be that in force on the day of the Delivery.
4. In accordance with Articles L 441-6 and D 441-5 of the French Commercial Code, any late payment shall automatically entail, in addition to interests mentioned in article 3.3 above, an obligation for the Buyer to pay a lump sum of 40 € for recovery costs.
5. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall be deemed to constitute the effective date of payment.

**Article 4 – Delivery, Title and Risk**

1. The Incoterms 2010 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement, the latter shall prevail. If the delivery terms are not specified in the Agreement, all products and services shall be delivered Ex Works, Supplier's facility.
2. Supplier will make every reasonable endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
3. Supplier's weights and measurements shall govern unless proven to be incorrect.
4. Buyer shall inspect the products and/or services immediately on quality and quantity upon delivery thereof by Supplier. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.
5. The Supplier retains ownership of the products, until full payment of their price in principal and interest. Failing payment of the price in the agreed time, the Supplier will take back the products, the Agreement will be canceled automatically if the Supplier wishes so and already paid installments will remain acquired to the Supplier in exchange for the enjoyment of the Products which have benefited Buyer.
6. Until such time Buyer fully pays for such products and all other sums due to Supplier hereunder: (i) the Buyer shall hold all such products as the Supplier's fiduciary agent and bailee; (ii) the Buyer shall keep all such products separate from those of Buyer and any third parties and properly stored, protected and insured and identified as Supplier's property; (iii) Buyer shall not permit any charge, security interest or other encumbrance to affect any such products; and (iv) Supplier may at any time require Buyer to deliver up all such products to Supplier and, if Buyer fails to do so, enter on any premises of Buyer or any third party where any such products are stored and repossess them.
7. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery in accordance Article 4.1 above. Buyer assumes all risks and liabilities arising out of its use, storage, handling and resale of the Products. Buyer warrants that it has independently determined the suitability of the products and/or services for Buyer's use.

**Article 5 – Packages**

If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order

and condition within a reasonable period shall be paid for by Buyer at Supplier's standard replacement costs.

**Article 6 – Health Risk and Safety**

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself, as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

**Article 7 – Warranty**

1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications of the manufacturer or as otherwise set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded to the fullest extent permitted by applicable law.
2. Where the products do not conform to the specifications at the time of delivery, Supplier shall at its expense either replace any quantity of the returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier's option, credit Buyer for the invoice value of the non-conforming products.

**Article 8 – Liability**

1. Subject to Article 8.4, any liability on the part of the Supplier, contractual or otherwise, shall be limited to:
  - a. the remedies set forth in Article 7 if the Agreement solely relates to the delivery of products, or,
  - b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the six months immediately preceding the date of Supplier's receipt of Buyer's written claim notice, if the Agreement relates to the delivery of services only.
2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the implementation of any Agreement.
3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).
4. Neither party shall seek to limit or exclude its liability under the Agreement in respect of: (i) death or personal injury caused by its negligence, or that of its officers, employees, contractors or agents; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which may not be excluded by law.

**Article 9 – Force Majeure**

Supplier will not be responsible for any delay or failure to fulfil any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation or Order Confirmation.

**Article 10 – Confidentiality**

Any technical, commercial, economic and other information and data concerning Supplier's business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier's first request or upon termination of the Agreement.

**Article 11 – Governing Law / Disputes**

1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of France without regard to its conflict of laws provisions.
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Paris, France.
3. Applicability of the United Nations Convention on the International Sale of Goods (CISG, 1980) is explicitly excluded.

**Article 12 – Miscellaneous**

1. Any Agreements will be binding upon and inure to the benefit of the respective successors and permitted assigns of each party. Buyer may not assign in whole or in part any Agreement without Supplier's written consent.
2. Either party's waiver of any breach or failure to enforce any of the terms and conditions of any Agreement at any time shall not be in any manner a limit or waiver of such party's right thereafter to enforce or compel strict compliance with any Agreement. Waiver of any default at any given time shall not act to waive the same or any other default.
3. If any section, subsection, sentence or clause of any Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of any Agreement as a whole or of any section, subsection, sentence or clause hereof not so adjudged, if the essential terms and conditions of any Agreement for each party remain valid, binding, and enforceable.
4. This Agreement contains all of the representations and agreements between the parties and is intended to be the final expression of their agreement, notwithstanding any representation, course of conduct, or performance or statement to the contrary made by either party, and this Agreement may only be amended or modified through written agreement of the parties.