

## A.P.C. General Sale and Distribution Conditions

The present general conditions of sale apply to all Orders of products marketed by A.P.C. (hereinafter the “Products”) placed by franchisees, retailers, and other distributors selling to final distributors (hereinafter referred to as the “Client(s)”) of A.P.C., a French société par actions simplifiée, whose registered office is located at 39 rue Madame, 75006 Paris, registered with the Paris Trade and Companies Register under number 334140167 (hereinafter referred to as “APC”) and to all sales made as a result.

All Orders imply the Client’s unreserved acceptance and full and complete acceptance to these general terms and conditions of sale, which prevail over any other document from the Client, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise by APC. Any document other than these general terms and conditions of sale, and in particular catalogues, prospectuses, advertisements, notices, have only an informative and indicative, and non-contractual value.

The present general terms and conditions of sale are applicable as from February 1<sup>st</sup> 2021.

### Article 1 – Terms of distribution and obligations on the Client

The nature of the APC Products as well as the distribution in its self-owned stores or via its e-shop (<https://www.apc.fr>) and other points of sale, in particular high quality multi-brand retailers, have made it possible to build up the notoriety attached to the APC Brand (the various trademarks, whether registered or not and/or exploited by APC, in particular on its Products or for marketing purposes, are hereinafter together or separately referred to as the “Brand” or the “Trademark”). APC is therefore committed to ensuring that its Clients can offer distribution that preserves the quality of APC Products and the brand image of quality, sobriety, high standards and avant-garde attached to the APC Brand.

#### 1.1. Required quality of the point of sale in which the Client sells APC Products

APC Clients will offer APC Products in the best conditions. In particular, the point(s) of sale will meet the following criteria:

- the location, the environment: the point of sale must be located in a place that preserves the image of quality and luxury of the Brand and its distinctiveness;
- the layout and design of the point of sale, the Product offer, the advertising and the presentation of the Products for sale must enhance and reinforce the image of the APC Brand. For the assessment of this criterion, account is taken in particular of the facades, music, interior fittings, floors, walls and ceilings, furniture, shop window as well as the sales area and lighting, and finally the general impression of order and cleanliness.
- the professionalism and competence of the sales team: the sales team must be experienced, in sufficient number to be able to respond to customer requests, speak one or more foreign languages, be friendly and present well. In view of APC’s reputation and the high-end nature of the Products on offer, the Client has a particular obligation to ensure a strict behavioural code that enables the consumer to distinguish APC from the other brands on offer in the point of sale;
- in the case of a multi-brand reseller, APC requires its Clients to ensure that its Products are presented in a similar manner and benefit from equivalent conditions of presentation and sale to products similar to its own, in terms of quality, price, brand image and clientele. APC therefore requires its customers to present a minimum of three brands for each of the product categories below, provided that the customer usually offers this product category, such as
  - for women’s Ready-to-Wear products:

- ACNE STUDIOS
- ETOILE ISABEL MARANT
- FORTE FORTE
- GANNI
- JACQUEMUS
- MARGARET HOWELL
- MM6 MARTIN MARGIELA
- NANUSHKA
- THEORY
- VANESSA BRUNO
- for men's Ready-to-Wear products:
  - ACNE STUDIOS
  - MAISON MARGIELA
  - AMI
  - CARHARTT
  - COMME DES GARCONS PLAY
  - KENZO
  - MAISON KITSUNE
  - OFF WHITE
  - NORSE PROJECT
- for women's Accessories Products:
  - ACNE STUDIOS
  - ISABEL MARANT
  - JEROME DREYFFUS
  - MANSUR GAVRIEL
  - MARNI
  - SEE BY CHLOE
  - STAUD
  - STELLA MC CARTNEY
  - VANESSA BRUNO
  - WANDLER
- A dedicated area, corner, table and other dedicated supports and display space must be provided to distinguish the Products of APC from other products.
- Assortment: The Client shall offer to resell a sufficient number of Products to satisfy its customer's demands and offer a product range representative of the ongoing collection comprising more than four different categories of items including at least
  - For women's outlets: Outerwear, Sweaters/Sweatshirts, Dresses, Blouses/shirts, Skirts/pants;
  - For Men's outlets: Outerwear, Jeans/Pants, T-shirts, Sweaters/Sweatshirts, Shirts;
  - For Accessories outlets: At least 4 different models/family of bags, Small leather goods.

## 1.2. Distribution conditions of the point of sale

The Client undertakes to offer for sale to the consumer only the Products of the current season, as proposed in the APC catalogue and presented and packed in the APC packaging provided for this purpose. By way of derogation, the Products of the season preceding the current season may be offered for sale to the consumer during the statutory sales periods, or in the case of promotional periods, provided that these Products are presented separately from the Products of the current season. In the absence of statutory sales

dates, Products from the previous season may only be offered for sale for a period not exceeding 6 weeks after the end of the previous season. Items known as the “permanent” that are not seasonal products can’t be sold on sales.

The Client shall refrain from distributing APC Products outside the point(s) of sale agreed with APC.

The identification of the point of sale, by the name of the company or by the addition of elements or the slogan of the company, may not give the impression of a limited choice of Products, poor quality fittings or the absence of advice and must in any case be affixed in such a way as not to cover the decorative elements and display areas of the Client.

APC reserves the right at any time to enter into collaborations or interactions with other brands or designers, in particular in co-branding, to develop and make modifications to the collections offered for purchase or at trade fairs, or to make modifications and/or deletions of any model, including in the context of trade fairs. These improvements, which are necessary to maintain APC’s image and its creative status in the fashion world, shall not give rise to any payment of damages to the Client.

In order to maintain the cohesion of the communication and marketing operations of the APC Brand and of the distribution network, the Client undertakes to submit for approval any advertising and marketing operation project for APC Products.

The Client undertakes to offer for resale a sufficient number of Products to satisfy the demands of his customers and to offer a representative sample of the current collection. Therefore, APC reserves the right to refuse Orders at the beginning of the season which would not allow to satisfy this minimum sample, according to the conditions set in article 1.1 hereabove. In that connection, the Client undertakes not to use the Brand APC as a draw for custom, a practice through which advertising is made for the sale of a Product of the Brand APC even though the seller holds only an insufficient number of copies to meet normal customer demand, in order to attract customers and offer them products of another mark.

Any violation of these terms of distribution or of the Client’s obligations as defined herein entitles APC to unilaterally terminate the contract it entered into with the Client and to terminate any current Order.

### **1.3. Distribution contract and e-commerce**

Clients who meet the conditions set out in this article are also authorised to sell online, subject to compliance with the provisions on online sales set out in the appendix hereto.

## **Article 2 – Orders**

### **2.1. Definition**

The order (hereinafter referred to as “Order”) is defined as any Order relating to the Products APC appearing on the tariffs APC by means of a purchase Order according to the terms indicated hereinafter.

The sale is perfect from the express acceptance of both parties according to the methods of validation of Orders indicated below. It becomes irrevocable eight (8) days after the said validation. The expiry of this period entails the payment of the sums due under the Order form according to the methods indicated below in the article “Payment”, and express acceptance of all operations carried out. The computerized registers, preserved in the computer systems of APC under reasonable conditions of safety on a reliable and durable support which can be produced as proof, will be regarded as the proofs of the communications, Orders, invoices and payments occurred between the parties.

However, the sale will be automatically terminated at the exclusive fault of the Client, after the expiry of a period of 10 (ten) days following the sending of a registered letter with acknowledgement of receipt or an

e-mail with acknowledgement of receipt such as <http://www.ar24.fr> expressly mentioning the termination clause not followed by effect, in the following cases:

- Lack of complementary financial guarantee in the event that the cover granted by the credit insurance company is or becomes null and/or insufficient;
- When all or part of the receivables from previous and/or current Orders have not been paid;
- In the event of a change in the Client's brand image or the denaturing of his point of sale, these elements being at the discretion of APC;
- In the event of assignment of a lease or business without the prior written consent of APC;
- Refusal of the Client to take delivery;
- Non-compliance by the Client with his obligations, in particular, violation of APC's intellectual property rights, unfair competition, assignment of Orders to a third party or sale to a third party outside the agreed point(s) of sale, sales via a market place or marketplace without prior written authorisation from APC as set out in the E-Commerce Annex hereto or failure to meet the qualitative criteria set out in Article 1;
- Modification of the Client's financial situation, as the Client is unable to provide sufficient additional guarantees, despite a written request by APC (with online registered letter).

In this case, as damages and taking into account the seasonal nature of APC Products and their manufacture, the Client acknowledge and accept that any sums he paid in relation to the Orders will be retained by APC, and that he will owe APC a sum equal to the amounts of 100% of the price of the sales resolved, without prejudice to any other sum due by way of late payment penalties, lump-sum compensation for collection, collection costs. In addition, APC may sue the Client for any other damage suffered as a result of any fact engaging the latter's tortious liability or in the event of a breach of another contractual obligation.

## **2.2. Orders placed at the Showroom APC**

Following his visit to the APC showroom, the Client will receive a link to his "pre-order" or "order sheet", to allow him to freely rework his Order within the time indicated by APC. The Order status is then "Open for buyer".

At the latest on the day of expiry of the deadline set by APC according to the date of completion of the Orders (« deadline for orders »), the Client must return his pre-order with the desired selection and quantities in the section (« Set Quantities »). The Client must validate his Order on the digital platform made available by APC.

In order to validate and transmit his Order to APC, the Client will be asked to verify and confirm his billing and delivery information (delivery and billing address...) in the section (« Set your address »).

After the validation of the above-mentioned information, the Client must check his Order one last time on the platform in the section (« Review your order »). If the Client agrees, he shall conclude the Order by accepting the general terms and condition and clicking on "SEND ORDER / ENVOYER LA COMMANDE". The Order is then transmitted to APC with the status "ORDER COMPLETED".

This final validation of the Order by the Client shall be deemed to be the proof of the Client's agreement and shall trigger the eight (8) days retraction period for the Client.

The sale is concluded by confirmation of the Order by APC ("ORDER ACCEPTED") by sending a confirmation email within eight (8) days accompanied, where applicable, by a request for a deposit under the conditions of the article "Deposit".

## **2.3. Orders placed by electronic means only**

The Client shall inform APC of his Order request by filling in an “Order sheet” via the online platform accessible at the address “showroom.apc.fr” with the desired selection and quantities in the section (« Set Quantities »).

In order to validate and transmit his Order to APC, the Client will be asked to verify and confirm his billing and delivery information (delivery and billing address...) in the section (« Set your address »).

After the validation of the above-mentioned information, the Client must check his Order one last time on the platform in the section (« Review your order »). If the Client agrees, he shall conclude the Order by accepting the general terms and condition and clicking on “SEND ORDER / ENVOYER LA COMMANDE”. The Order is then transmitted to APC with the status “ORDER COMPLETED”.

This final validation of the Order by the Client shall be deemed to be the proof of the Client’s agreement and shall trigger the eight (8) days retraction period for the Client.

The sale is concluded by confirmation of the Order by APC (“ORDER ACCEPTED”) by sending a confirmation email within eight (8) days accompanied, where applicable, by a request for a deposit under the conditions of the article “Deposit”.

## **2.4. Modification of the Order**

As from the validation of his Order by the Client (« ORDER COMPLETED »), the latter has a retraction period of eight (8) days. Any request to modify the composition or the volume of an Order placed by the Client within the same 8-day period can only be taken into account by APC if the request is made in writing. It will have to be validated in writing by APC, the validation of this modified Order doesn’t trigger any new retraction period.

The purchaser being a professional buying within the framework and for the needs of his profession, there is no need to apply the right of retraction provided for by the French consumer code (Code de la consommation).

In the event of modification of the Order by the Client, APC will be released from the deadlines agreed for its execution.

After a period of eight (8) days following the validation of his Order by A.P.C., the Client can cancel the initial Order provided that the deposit paid if necessary, remains acquired by APC and that the Client pays automatically to APC as a flat fee an amount equal to 30% of the total amount of the Order if the cancellation intervenes after this period.

## **Article 3 – Delivery and guarantee**

### **3.1. Delivery date**

The Order will be delivered within the window stipulated on the Order validation.

The delivery terms and conditions are mentioned on an ex-works basis in accordance with Incoterm EXW (ICC version 2020) and are always indicative, they cannot engage the responsibility of APC. In accordance with this incoterm EX WORKS, even in the case where transport has been proposed and invoiced by APC, APC will make the Products available to the carrier chosen by the Client or the one proposed by APC, in appropriate packaging, at the place indicated, generally its factory or warehouse and does not assume responsibility for loading operations. The Client is responsible for the loading of the Products on a vehicle, all export procedures, subsequent transport and all costs arising after the removal of the Products.

The handover of the packages containing the ordered Products to the carrier can only take place if the Client

is up to date with the payment of the sums due to APC, the latter having the right to suspend delivery as long as its due claims have not been settled.

### **3.2 Transfer of ownership and risks**

Delivery is made at the Client's expense. The transfer of property only occurs after the complete payment of the price by the Client.

The responsibility of APC ceases as soon as the goods are handed over to the carrier by APC. The Client alone bears the risks of loss or deterioration linked to the transport. The Client thus undertakes to subscribe to the benefit of APC the insurance necessary to cover this risk.

### **3.3 Claims to the carrier**

It is up to the Client, in case of missing or damaged Products during transport, to take all the precautionary steps with the carrier. Any Product that has not been the subject of complaints by registered letter with acknowledgement of receipt within three (3) days of its receipt with the carrier, in accordance with Article L. 133-3 of the French Commercial Code, a copy of which will be sent simultaneously to APC, shall be deemed accepted by the Client. APC shall not be held liable under any circumstances for incidents happening during transport, destruction, damage, loss or theft, even if it has proposed the carrier and invoiced the transport to the Client.

### **3.4. Reception**

Without prejudice to the measures to be taken by the Client vis-à-vis the carrier as described above, in the event of apparent defects or missing articles, any complaint, of whatever nature, concerning delivered Products will only be accepted by APC if it is made in writing within eight (8) days of receipt of the goods. Beyond this period, the Products are deemed to be accepted without reservation. It is up to the Client to provide all the justifications as to the reality of the defects or missing items noted.

The return of Products may be made by the Client with the prior express written consent of APC, obtained by e-mail. This agreement shall mention the items and quantities accepted on return and the address to which the return must be sent.

The Products are returned - duly affixed with the return reference outside as well as the "packing list" or the list of the returned Products inside – the return must be made within eight (8) days following the agreement given by APC, the return reference being affixed both outside and inside the package. It shall otherwise be refused.

The return costs will only be borne by APC if an apparent defect is actually found by her or her agent.

When, after inspection, an apparent defect is actually noticed by APC or its representative, the Client can only ask APC to replace the nonconforming articles, without the latter being able to claim any indemnity or the cancellation of the Order.

The reception without reserve of the Products ordered by the Client covers any apparent defect.

The complaint made by the Client under the conditions and according to the modalities described in these terms and conditions does not suspend the Client's obligation to pay for the Products concerned.

### **3.5. Delivery subject to cash payment**

All the Orders that APC accepts to honour are executed, taking into account the fact that the Client presents sufficient financial guarantees, and that he will actually pay the sums due on their due date, in accordance

with the legislation. Also, if APC has serious or particular reasons to fear payment difficulties on the part of the Client on the date of the Order, or afterwards, or if the Client does not present the same guarantees as on the date of acceptance of the Order, APC may subject the acceptable of the Order or the continuation of its execution to a cash payment or to the provision of guarantees by the Client to the benefit of the supplier. In case of refusal by the Client of the cash payment, without any sufficient guarantee being proposed by the latter, APC will be able to refuse to honour the Order placed and to deliver the goods concerned, without the Client being able to argue of an unjustified refusal of sale, or to claim any indemnity.

### **3.6. Limitation of guarantee**

The Client acknowledges that it is acting as a professional in the same capacity as APC and in the same business specialty and expressly accepts this clause of limitation of liability.

At the expiration of a period of six (6) months following the conclusion of the Order, any damage resulting from a defect in the Products which has not been notified to APC under the terms of the present article shall be excluded from APC's responsibility towards the Client or any sub-buyer, to whom the same clause may be opposed.

The Client acknowledges that any damage affecting the Products resulting from normal use and corresponding to an acceptable degree of use depending on the nature of the Product and its material, are excluded from APC's liability.

## **4. Refusal of Order**

APC reserves the right not to honour an Order when an ordered article is not available in stock but the Orders placed by the various Clients are insufficient to justify restarting production. In this case, APC informs the Client to whom the deposit is refunded, without this giving him any right to damages.

## **5. Tariffs, price and scheme**

### **5.1. Tariffs**

The applicable tariff may be revised at any time, after prior notification of the Client. Any change will automatically be applicable on the date indicated on the new rate, the prices of current Orders remaining unchanged.

### **5.2. Prices**

The prices are fixed by the applicable tariff at the date of the Order. They are to be understood freight collect – i.e. with postage due, excluding taxes, in euros or any other currency at the APC's discretion.

## **Article 6 – Payment**

### **6.1. Term payment**

Unless special conditions have been negotiated between the parties, the price shall be payable in full and in a single instalment within 30 days after the end of the month in which the invoice was issued. This date shall be indicated on the invoice sent to the Client.

### **6.2. Non-payment**

Any amount including tax not paid on the due date will give rise to penalties to be paid by the Client to APC and set at the legal annual interest rate plus ten (10) points. These penalties are due automatically and will be systematically added to the debit of the Client's account.

APC reserves the right to bring an action before the competent court in order to stop the non-execution, subject to a daily penalty for each day of delay.

Finally, APC reserves the right to suspend or cancel the delivery of Orders in progress.

### **6.3. Deposit**

Every Order, as defined hereabove, gives rise to the payment of a deposit of 30% at APC's discretion. This deposit is due by the end of the retraction period (so eight (8) days after the Order confirmation of the Order).

Except in cases of force majeure, any cancellation of the Order by the Client beyond eight (8) days after the Order will not give rise to the reimbursement of this deposit.

### **6.4. Additional discount**

In the event of full payment by the Client before a period of eight (8) days following the issuance of the invoice, a discount of two per cent (2%) will be applied to his benefit.

### **6.5. Recovery costs**

In the event of late payment, the Client shall owe a fixed compensation for recovery costs of forty (40) euros, ipso jure and without prior notification.

APC may ask the Client for additional compensation if the recovery costs actually incurred exceed this amount, on presentation of supporting documents.

## **Article 7 - Retention of title**

The transfer of ownership of the Products is suspended until full payment (and not delivery of a bill of exchange) of the price of the Products by the Client, in principal and accessories, even if payment deadlines are granted. Any clause to the contrary, included a provision in the general conditions of purchase, is deemed unwritten, in accordance with article L.624-16 of the French Commercial Code.

APC may enforce the rights it holds under the present retention of title provision, for any of its claims, on all of its Products in the Client's possession, those being conventionally presumed to be the unpaid ones, and APC may take them back or claim them as compensation for all of its unpaid invoices, without prejudice to its right to cancel sales in progress.

The Client is authorized, within the framework of the normal exploitation of his establishment, to resell the delivered goods to private individuals. However, he may not give as collateral, pledge or transfer ownership as security.

The resale authorization of the Products in possession of the Client is automatically withdrawn in the event of non-payment of invoices due to APC, receivership, or judicial liquidation.

In the event of resale, the Client undertakes to pay the outstanding price due to APC immediately.

In the event of seizure or any other intervention by a third party, the Client undertakes to inform APC and the bailiff of the retention of ownership of APC on the designated Products immediately.

This provision does not prevent the transfer of the risk related to the Products to the Client upon transfer to him or The Client undertakes to subscribe an insurance policy at APC's benefit covering for the risks of loss, theft, deterioration or destruction of the goods even due to force majeure, for as long as the property has not been transferred to the Client by the full payment of the invoices and sums due. The Client shall

keep at the disposal of APC a certificate of his insurance in accordance with the present conditions.

As from the delivery, the Client is constituted depositary and custodian of the said goods. In the case of non-payment and unless it prefers to request the full and entire execution of the sale, APC holds the right to cancel the sale after formal notice and to claim the delivered goods, the return costs remaining at the expense of the Client and the payments made being acquired by APC as a penalty clause.

### **Article 8 - Force majeure**

Events beyond the control of the parties, which they could not reasonably be required to foresee and which they could not reasonably avoid or overcome, shall be considered as force majeure, insofar as their occurrence makes the performance of the obligations totally impossible.

In particular, the following are considered to be cases of force majeure which relieve APC of its obligation to transfer within the initially planned delivery date: strikes by all or part of APC's staff, fire, flood, war, Production stoppages due to fortuitous breakdowns, impossibility of being supplied with raw materials and fluids, epidemics, roadblocks, riots, epidemic, pandemic, strikes, particularly transport strikes, social unrest, or disruption of electricity supply, as well as any disruption of supply for a cause not imputable to APC.

In such circumstances, APC will notify the Client in writing within twenty-four (24) hours of the date of the occurrence of the event, the contract between APC and the Client being suspended by operation of law without compensation as from the date of the occurrence of the event.

If the event lasts more than thirty (30) days in a row from the date of its occurrence, the contract of sale may be terminated by the most diligent party, without either party being able to claim damages.

Such termination shall take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said contract of sale.

### **Article 9 - Intellectual property**

APC is the exclusive owner of its Trademarks, models and designs, distinctive signs, copyrights, trade secrets, domain names, photographs of the models and other intellectual property rights and other rights on the Products and visuals or affixed to its Products or allowing its marketing and/or other visuals owned by APC worldwide (hereinafter referred to as the "Intellectual Property Rights"), a fact which the Client acknowledges and accepts. The sale of APC Products to the Client cannot call into question this full ownership nor infringe the Intellectual Property Rights held by APC.

The Client undertakes not to infringe these rights, in particular, by damaging the brand image of APC or by making unauthorised use of the intellectual property rights, Trademarks, visuals, designs and/or other visuals held by APC, for example by reproducing or imitating APC's Brands, communication, designs or models, by reserving an identical or similar domain name. All technical documents, Products, photographs handed over to the Client remain the exclusive property of APC, the sole holder of the Intellectual Property Rights on these documents and must be returned to him at his request.

In the event of an action for infringement of APC Trademarks or other intangible elements, or in the event of an action against third party titles, APC shall be solely responsible and shall have the right to take action in defence of its Trademarks, shall bear the costs arising therefrom and shall be the sole beneficiary of the profits and other damages resulting from its action.

APC grants the Client the non-exclusive right to use its name, Trademark and visuals of the APC Products offered for sale by the Client, for the sole purpose of allowing and promoting the marketing of said Products during the season of the APC Products ordered. In case of stock shortage, and in any case at the end of the

contractual relationship with APC and at the latest on the last day of the sales following the season of the purchased Products, all use of the APC Brand and of the other rights provided for in this article shall cease. The prior written authorisation of APC shall be required before any use of the APC Trademark or other designs, distinctive signs, copyrights, photographs of the models and other intellectual property rights of the Products and visuals or affixed to its Products or allowing its marketing and/or other visuals owned by APC.

In order to maintain the consistency of the APC Brand image, the Client also undertakes to submit for prior authorisation any advertising or communication operation that he undertakes when using a Brand owned by APC.

#### **Article 10 - Duration and Termination**

The present terms and conditions are applicable from the date of its written or digital acceptance and will stay in force as long as the Client buys APC Products and for a period of 6 months following the end of the season during which he bought the last Products.

In accordance with the principle of freedom of trade, it is recalled that APC remains free not to renew the contracts indefinitely, even if the former Client still meets the selection criteria.

#### **Article 11 – Miscellaneous and Severability**

The fact that APC does not rely upon any of the provision of these general terms and conditions for a given time shall not constitute a waiver of the right to avail itself of these same provisions at a later date.

The parties undertake to keep confidential regarding third parties, including the media, all non-public information concerning them, communicated within the framework of the present contract or of which they may become aware during the execution of this contract, and to take all necessary measures regarding their employees and subcontractors to guarantee this confidentiality.

The Client undertakes to take all necessary measures in order to fulfil this agreement, in particular by its own employees and any service providers.

If one of the clauses of the present contract is declared null or inapplicable, the other clauses will continue to produce all their effects, as long as the general economy of the contract can be safeguarded.

The parties must then agree on a mutually satisfactory, valid clause in accordance with their initial intention, replacing the clause declared null or inapplicable.

The present contract cancels and replaces any agreement having the same object existing between the Client and APC prior to its signature.

The information relating to the processing of personal data is treated in accordance with the provisions set out in the e-commerce appendix hereto.

The Client remains independent in the conduct of his activities, as there is no provision in this contract allowing him to be considered as an agent, legal representative, partner or employee of APC, and as their collaboration cannot be analysed as constituting a de facto partnership.

#### **Article 12 - Applicable law, dispute resolution, assignment of jurisdiction**

**12.1.** The present Contract and its annexes are subject to French law and, in a suppletive capacity, to the Vienna Convention on the International Sale of Goods, and to the French courts.

**12.2.** Before any litigation, the parties shall seek, in good faith, to settle amicably their disputes relating in APC General terms and condition applicable as from February 1<sup>st</sup> 2021

particular to the validity, interpretation, performance or non-performance, interruption, termination or denunciation of the general terms and conditions of sale as well as the partial or total cessation of commercial relations between them, for whatever reason and on whatever grounds. The parties shall meet in order to compare their points of view and make all useful observations to enable them to find a solution to the conflict between them. They shall endeavour to reach an amicable agreement within 30 days of notification by registered letter with acknowledgement of receipt of one of the Parties, explaining the need for an amicable settlement.

**12.3.** In the absence of an amicable agreement, the Parties agree to submit their dispute to the Mediation and Arbitration Centre of the Paris Chamber of Commerce and Industry. The Parties shall organise the mediation in accordance with the mediation rules in force. The Parties undertake to share equally the costs of the said mediation, while retaining the costs and fees of their respective lawyers.

The Parties intend to give this procedure, full contractual force. By common consent of the Parties, any legal action taken by one of them in non-compliance with this procedure shall be inadmissible.

It is specified that the stipulations of the above paragraphs shall not apply in the event of a problem of quality, safety or conformity, or infringement of the rights of third parties, in particular intellectual property rights (action for infringement, unfair competition and/or parasite) in relation to the products which are the subject of these general conditions.

It is also agreed that, notwithstanding the stipulations of the above paragraphs, the parties retain in all circumstances the right to act before the summary jurisdiction on the basis of articles 145, 872 and 873 of the French Code of Civil Procedure.

**12.4.** The assignment of jurisdiction is general and applies whether the dispute concerns a main or incidental claim, an action on the merits or a provisional Order. It is stipulated in favour of APC, which reserves the right to refer the matter to any other court that may have jurisdiction.

**Done at**

**As of**

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**For the Client**