

Note: This is an English translation prepared from the uploaded French source document.

These general terms and conditions of sale are issued by the company "CHAKS SARL", a limited liability company with share capital of EUR 150,000, having its registered office in MUNSTER (68140), 3 rue Martin Hilti, and registered with the Colmar Trade and Companies Register under number B 444 404 974, duly represented by Mr. KEMPF, NEFF and CARTENI, co-managing directors.

Article 1: Purpose

These general terms and conditions of sale (GTCS) are intended to provide for and govern the clauses and conditions under which a sales contract may be concluded between CHAKS SARL and the Buyer.

Article 2: General provisions

These general terms and conditions of sale (hereinafter the "General Terms and Conditions of Sale") apply to all contracts for the sale of any goods, products or merchandise (hereinafter: the "Products") by CHAKS SARL, in France and abroad.

Any placing of an order, whatever its form (telephone, fax, e-mail, website, etc.), automatically entails the Buyer's full, complete and unreserved acceptance of the general terms and conditions of sale in force at the time of the order, even in the absence of the latter's own general terms and conditions of sale. The Buyer acknowledges that the General Terms and Conditions of Sale constitute the basis and foundation of commercial negotiation with CHAKS SARL.

The General Terms and Conditions of Sale prevail over all other documents issued by CHAKS SARL, such as brochures and catalogues, which are for information purposes only.

All sales made by the Company are subject to these General Terms and Conditions of Sale, which prevail over any purchasing conditions, unless formally and expressly waived by CHAKS SARL.

Accordingly, none of the clauses appearing on purchase orders or in correspondence originating from the Buyer may derogate therefrom, unless otherwise stipulated in express and precise terms by CHAKS SARL.

Article 3: Formation of the contract

Sales shall become final only after CHAKS SARL has received the quotation returned signed by the Buyer, or the purchase order sent by the Buyer and confirmed by CHAKS SARL, subject to the availability of the Products. In the event of the unavailability of a Product, CHAKS SARL shall inform the Buyer thereof and make a new proposal. Any delivery time is given for information purposes only.

Any order confirmed by CHAKS SARL is final and may not be modified or cancelled except with the express prior written consent of CHAKS SARL.

Article 4: Delivery

Delivery is made by direct handover of the Product to the Buyer, either at the store, at the Buyer's home, or at any place designated by the Buyer and approved by CHAKS SARL.

The latest delivery date of the Product is indicated on the purchase order. Delivery times are given for information purposes only and as accurately as possible. Any delays shall not entitle the Buyer to cancel the sale, refuse the goods, or claim any compensation whatsoever.

Article 5: Receipt of the Products

Upon receipt, the Buyer must verify the number and condition of the packages and make any reservations to the carrier in the event of damaged or missing packages, CHAKS SARL not being liable for missing or damaged packages if the Buyer has not notified it thereof under the conditions set out below. If it appears that one or more packages are damaged, it shall be the Buyer's responsibility to inspect their contents in the presence of the carrier in order to verify the conformity of the Products. If the carrier cannot remain on site to witness this inspection, the Buyer must specify that they were unable to carry out the inspection and the reasons why they were unable to do so.

The Buyer is required to visually inspect the condition of the Products received within **three (3) days** following the date of receipt of the Products. If, within this period, the Buyer notes defects in the Products received that are not attributable to transport, the Buyer must inform CHAKS SARL in writing by establishing a precise and detailed list stating the reference, the number of items concerned, and the nature and extent of the defect observed, together with photographs of the disputed Products. **(See annex: After-Sales Service and Goods Return Procedure).**

These claims shall be admissible only insofar as the goods have not undergone any transformation and have remained in their original condition. Under no circumstances may the goods be destroyed, transformed, altered or transferred in any way whatsoever without the prior written consent of CHAKS SARL.

In order to verify the validity of the claims raised by the Buyer, CHAKS SARL shall be entitled to request that the Buyer send one sample piece of each Product which it considers defective.

The Buyer may raise a claim for Products presenting hidden defects at any time and, in any event, as soon as possible after discovery of the defect, so as to remedy the problem, withdraw the defective Products from sale, or even recall them, depending on the seriousness of the defect discovered.

CHAKS SARL must confirm to the Buyer that it accepts the Products as defective no later than thirty (30) days after delivery of the Products. Failing confirmation within this period, CHAKS SARL shall be deemed to accept the Products as defective; where appropriate, CHAKS SARL may authorize the Buyer to destroy the defective Products, subject to the transmission of a certificate of destruction.

Consequently, and if the claim has been deemed admissible by CHAKS SARL, it shall issue:

- a credit note corresponding to part of the transfer price of the defective Products if, despite the defects observed, the Products may be offered for sale with a discount, or a credit note for the full transfer price of the defective Products if the Products prove unsaleable;
- a credit note for the full transfer price of the missing Products where delivery discrepancies are attributable to CHAKS SARL.

These credit notes shall be offset against deliveries of the next order. Upon expiry or early termination hereof, the credit notes shall be paid within thirty (30) days following the date of termination of the contractual relationship.

Article 6: Claims and request for credit note / return of goods (see Annex)

In the event of non-conformity of the Product delivered with the Product ordered, the Buyer must submit its claims in writing and must give CHAKS SARL every opportunity to ascertain these defects and remedy them where applicable. In the event of duly established non-conformity of the delivered product acknowledged by CHAKS SARL, the latter shall proceed, at its option taking into account the value of the goods or the significance of the defect, with replacement or repair of the defective part or Product, or with the issuance of a credit note in favour of the Buyer if repair or replacement of the goods is impossible, to the exclusion of any damages. **The detailed procedure of our After-Sales Service and Goods Return Procedure is annexed to our GTCS or may be consulted upon simple request to our Sales Administration Department.**

Article 7: Warranty

Any Product intended to benefit from the warranty must first be submitted to the after-sales service department of CHAKS SARL, whose approval is essential for any intervention on the Product. The warranty shall not apply to apparent defects which the Buyer failed to invoke under the conditions provided above. The liability of CHAKS SARL resulting from a defect in the operation of the goods is limited to the replacement or repair of the parts deemed defective. The liability of CHAKS SARL is excluded if the malfunction results from a modification made to the goods without the authorization of CHAKS SARL, if the malfunction results from normal wear and tear of the goods, incorrect assembly where such assembly was not the responsibility of CHAKS SARL, abnormal use of the goods, negligence, lack of maintenance or defective maintenance on the part of the Buyer, or if the malfunction results from force majeure.

It is expressly agreed that CHAKS SARL shall not owe any compensation to the Buyer for any loss suffered, such as damage to property other than the subject matter of the contract or loss of profit. In any event, the notion of rescissory defect may never be asserted against CHAKS SARL insofar as it may carry out any repair necessary for the normal operation of the equipment sold.

The Company is not liable towards professional Buyers under the statutory warranty against hidden defects, all the more so if it was unaware of them, in accordance with the terms of Article 1643 of the French Civil Code.

Article 8: Retention of title

In accordance with Articles 2367 et seq. of the French Civil Code, the Products are sold subject to retention of title.

CHAKS SARL retains ownership of the goods sold until full and effective payment of the price by the Buyer. In the event of non-payment on the due date, CHAKS SARL may claim back the Products and rescind the sale at the Buyer's cost, risk and peril. Bills of exchange, electronic bills, documentary credits or negotiable instruments shall not be considered as payment until they have actually been collected, and until that date the retention of title clause shall remain in full force and effect.

The Buyer must take the necessary measures to ensure that the Products in stock can be individually identified and stored in accordance with the technical instructions provided by CHAKS SARL. Throughout the period of retention of title, the Buyer undertakes, at its own expense, to take out insurance covering all risks and all damage likely to affect the Products subject to retention of title. CHAKS SARL may at any time request proof of such insurance from the Buyer.

In the event of safeguard proceedings, judicial reorganization or judicial liquidation, ongoing orders shall be automatically cancelled. CHAKS SARL reserves the right to claim Products in stock in accordance with the provisions of Articles L. 624-16 to L. 624-18 of the French Commercial Code.

The transfer of the risks of loss and deterioration of the Products shall take place upon receipt of said Products by the Buyer.

Article 9: Price - Terms of payment

Invoices are issued by CHAKS SARL at the rates in force on the day the order is dispatched. Prices are established according to the exchange rates, tariffs, taxes and duties in force on the date of the offer.

Prices may be revised without prior notice in the event of a pricing error. Prices are exclusive of tax, and packaging included, except for special packaging charged in addition. They are given without commitment as to duration and may be revised, even during the performance of a delivery, according to the economic conditions in force at the time of delivery. Invoices are payable at the registered office of CHAKS SARL.

Unless special conditions are agreed, a deposit corresponding to 30% of the stipulated price shall be paid by the Buyer upon acceptance of the order. The order shall only be performed after this amount has been collected by CHAKS SARL. The balance of the price is payable immediately upon receipt of the invoice. The Parties may, where appropriate, agree in the quotation on any payment terms departing from the mechanism referred to above.

CHAKS SARL reserves the right to modify by special conditions the payment terms mentioned above, taking into account in particular the Buyer's situation, the nature or volume of Products ordered, the performance conditions of the order, or any other relevant factor. CHAKS SARL shall then propose special payment conditions which must be accepted by the Buyer upon ordering.

Article 10: Failure to pay

CHAKS SARL has put in place a supply system which, for its proper operation, requires the Buyer to comply with and honour the above payment terms. Failing this, the Buyer weakens the activity of CHAKS SARL.

Furthermore, and without prejudice to the right to terminate these terms, any failure to pay observed on the invoice due date, as well as any payment incident (rejected or unpaid bill of exchange, etc.), occurring in whole or in part:

- shall automatically and without prior formal notice give rise to interest at a rate equal to the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, payable from the day following the due date shown on the invoice. This rate may not be less than 15%;
- authorizes CHAKS SARL to suspend delivery of the Products to the Buyer for all ongoing orders until full payment of due invoices. If, after suspension of deliveries, the Buyer still does not satisfy its payment obligation, and fifteen (15) days after the sending of a formal notice that has remained without effect, CHAKS SARL shall be authorized to rescind the ongoing sales;
- shall automatically result in the loss of the benefit of the term and the immediate payability of all outstanding receivables (even if they have given rise to bills of exchange), and the suspension of ongoing deliveries.

In addition, any failure to pay observed on the due date of the invoice, as well as any payment incident (rejected or unpaid bill of exchange, unpaid cheque, etc.), occurring in whole or in part, for which the Buyer is responsible, shall also result in the Buyer bearing the unpaid debt costs possibly incurred by CHAKS SARL increased by 50% as management fees, as well as the recovery costs incurred by CHAKS SARL (in particular legal costs, bailiff's fees, lawyers' fees).

In accordance with Article L. 441-10 of the French Commercial Code, it is recalled that any professional in a situation of late payment is automatically liable, vis-a-vis the creditor, for a fixed compensation for recovery costs in the amount of forty euros (EUR 40). Where the recovery costs incurred exceed the amount of this fixed compensation, the creditor may claim additional compensation upon justification. However, the creditor may not invoke the benefit of these compensations where the opening of safeguard proceedings, judicial reorganization or judicial liquidation prevents payment on the due date of the debt owed to it.

Furthermore, in the event of overdue payment, the occurrence of a payment incident, the filing of a declaration of cessation of payments, or the Buyer's placement into judicial reorganization, CHAKS SARL may, for subsequent orders:

- either decide no longer to accept orders from the Buyer,
- or require cash payment, prior to order confirmation, for any order placed by the Buyer,
- or require the Buyer to put in place a financial guarantee such as a bank guarantee, SFAC guarantee or equivalent if no payment guarantee has been agreed, and additionally if a payment guarantee has already been agreed.

Article 11: Transport

Transport costs are borne by CHAKS SARL for any order exceeding an amount of six hundred euros (EUR 600) excluding tax. For any order with an amount below six hundred euros (EUR 600) excluding tax, a share of the transport costs shall be re-invoiced to the Buyer. For deliveries outside mainland France, the above free-delivery conditions shall apply if the freight forwarder is located in mainland France; if the latter is located outside mainland France, the conditions for allocation of the transport cost shall be subject to a specific agreement.

Express transport may be arranged at the Buyer's request. In this case, the transport cost shall be borne exclusively by the Buyer and re-invoiced to the exact euro amount.

The Products travel at the Buyer's risk, whatever means of transport is chosen and whatever the carrier payment terms (carriage paid or carriage forward).

It is recalled that CHAKS SARL may not be held liable in the event of damage, loss, theft or defective packages. Consequently, the Buyer is required to inspect the packages upon receipt and notify any reservations to the carrier, by registered letter or extrajudicial act, within three (3) working days following receipt, in order to preserve its rights. Failing this, the Product shall be deemed accepted by the Buyer. No return of Products may be made by the Buyer without the prior express written consent of CHAKS SARL. Only the carrier chosen by CHAKS SARL is authorized to return the Products concerned. If all these conditions are not met, no replacement or reimbursement of goods shall be made. In addition, any take-back or exchange via the representative shall only be possible with the consent of CHAKS SARL. A claim made by the purchaser under the conditions and according to the procedures described in this article shall not suspend payment by the Buyer for the equipment and Products concerned.

Article 12: Information on the Buyer's solvency and credit limit

In order to protect itself against credit risk, CHAKS SARL may ask the Buyer to provide information regarding its solvency. In light of this information, CHAKS SARL may decide to grant it a credit limit corresponding to a maximum amount of outstanding invoicing including tax that it shall define. As part of the management of this credit limit, CHAKS SARL may, at any time, refuse to proceed with a shipment, delivery or service and/or request such additional guarantee conditions as may be deemed useful. CHAKS SARL may in particular require the Buyer to put in place a financial guarantee such as a bank guarantee, SFAC guarantee or equivalent if no payment guarantee has been agreed, and additionally if a payment guarantee has already been agreed.

If the credit limit is reached, CHAKS SARL shall inform the Buyer of its situation.

Article 13: Limitation of liability

CHAKS SARL may not be held liable for any damage suffered by the Buyer or by a third party resulting directly or indirectly from the Buyer's failure to comply with any of its obligations, negligence, or the use made by the Buyer, in particular for purposes other than those known, the use of the Products being carried out under the Buyer's sole responsibility.

Within the limits permitted by law, CHAKS SARL may only be held liable in the event of proven fault or negligence and such liability is limited to direct losses to the exclusion of any indirect loss, of any nature whatsoever, such as any loss of opportunity, result or business. The total amount of the sums for which CHAKS SARL may be liable may not exceed the total amount of the price paid by the Buyer for the relevant Product.

Article 14: Force majeure

In the event of force majeure, or of any event placing CHAKS SARL in the impossibility or in extreme difficulty of fulfilling its obligations, and in particular of making delivery within the agreed timeframes, delivery times shall be extended until the cause preventing performance of the delivery has ceased.

In addition to cases recognized by the case law of the French courts, the following shall in particular be considered as "Force Majeure": failure of one or more partners in the vertical chain, shortage of raw materials, transport difficulties, amendment of regulations applicable to the Products and likely to stop or reduce the manufacture of these Products, strikes, embargoes, fires, natural disasters, acts of government, requisition, governmental decisions, acts of war, acts of terrorism, epidemics/pandemics and quarantine, and any other cause beyond the control of a Party and generally accepted as a cause of force majeure.

Under no circumstances may the Buyer rely on a case of Force Majeure in order to resist payment of invoices already due on the day the Force Majeure event occurred.

Article 15: Waiver of unforeseeability

Each of the Parties hereby agrees that the application of the provisions of Article 1195 of the French Civil Code to its obligations under the General Terms and Conditions of Sale is excluded and acknowledges that it shall not be entitled to rely on the provisions of Article 1195 of the French Civil Code.

Article 16: Governing law - Language of the contract

The General Terms and Conditions of Sale and the purchase and sale transactions arising therefrom are governed by French law.

They are drafted in the French language. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

Article 17: Disputes

All disputes to which the General Terms and Conditions of Sale may give rise, concerning both their validity, interpretation, performance, termination, consequences and follow-up, shall be submitted to the Commercial Court of Paris, even in the event of third-party proceedings or multiple defendants.

C.G.V. **v3** CHAKS SARL applicable as of 20/10/2025

(replaces previous version dated 10/11/2023)

Note: This is an English translation prepared from the uploaded French source document.



3 RUE MARTIN HILTI
68140 MUNSTER - FR

Contacts : Sabine Vanneau, Nathalie Boeglin - +33 (0)3 89 21 65 50 - info@chaks.fr

ANNEXE CGV v3 CHAKS

REQUEST FOR A CREDIT NOTE / RETURN OF GOODS

1. Reminder of our terms and conditions of sale

Article 5: Receipt of the Products

The Buyer must check the number and condition of the parcels upon receipt and raise any objections with the carrier in the event of damaged or missing parcels, as CHAKS SARL cannot be held liable for missing or damaged parcels if the Buyer has not reported this to it in accordance with the terms set out below. (...)

*The Buyer is obliged to visually inspect the condition of the Products received within **three (3) days of the date of receipt of the Products**. If, within this period, the Buyer identifies any defects in the Products received that are not attributable to transport, they must inform CHAKS SARL in writing, providing a precise and detailed list specifying the reference number, the number of items concerned, the nature and extent of the defect found, accompanied by photographs of the disputed Products.*

Such claims shall only be admissible provided that the goods have not undergone any alteration and remain in their original condition. Under no circumstances may the goods be destroyed, altered, modified or transferred in any way whatsoever without the prior written consent of CHAKS SARL. (...)

Article 6: Claims

In the event of non-conformity of the Product delivered with the Product ordered, the Buyer must submit its claims in writing and must give CHAKS SARL every opportunity to ascertain these defects and remedy them where applicable. In the event of duly established non-conformity of the delivered product acknowledged by CHAKS SARL, the latter shall proceed, at its option taking into account the value of the goods or the significance of the defect, with replacement or repair of the defective part or Product, or with the issuance of a credit note in favour of the Buyer if repair or replacement of the goods is impossible, to the exclusion of any damages. The detailed procedure of our After-Sales Service and Goods Return Procedure is annexed to our GTCS or may be consulted upon simple request to our Sales Administration Department.

1. After-Sales Service and Goods Return Procedure

All complaints must be made in writing to the email address info@chaks.fr within a maximum of 3 (three) days of the customer receiving the goods.

For accounting reasons, we will not accept any requests for returns or refunds relating to items invoiced more than 12 months ago.

CHAKS SARL au capital de 150 000€ - 3 rue Martin Hilti 68 140 MUNSTER - FR
TEL: +33 (0) 3 89 21 65 50 - FAX: +33.3.89.30.50.91
TVA: FR 83 444 404 974 - SIRET: 444 404 974 000 32 - APE: 514S

1. Broken, faulty and missing

a) Broken and faulty:

The customer must submit their complaint to us, stating the batch number and attaching photos and/or videos.

If any doubts remain, Chaks reserves the right to ask the customer for any further information required or to request the return of the disputed items before issuing a credit note.

b) Missing goods :

For missing items, we systematically check our stock: if it turns out to be correct, we will not issue a credit note unless the items were lost in transit. The customer has 3 (three) working days to notify us.

Once the dispute has been validated, the Sales Administration Department may, at the customer's request and subject to product availability, arrange for a replacement or, where applicable, issue a credit note.

2. Pallet found to be damaged upon delivery to the customer:

If a pallet is damaged on arrival, the customer may refuse delivery or notify the Sales Department within 24 hours so that the claim can be processed.

To be entitled to compensation in the event of damage, total or partial loss of the goods transported, specific and detailed reservations* must be noted on the carrier's delivery note upon delivery, in the presence of the driver, and confirmed **within 3 (three) working days of receipt**.



***Specific and detailed reservations:** these must be written by the customer on the delivery receipt and must specify the quantities, references and description of the disputed items. Statements such as 'subject to unpacking, damaged packaging, damaged parcels' etc. are not admissible in the event of a dispute.

Beyond this period, Chaks will not accept any compensation claims or complaints from the customer if it transpires that items are damaged.

3. Returns of goods

A request to return goods will only be considered if made in writing and subject to approval by Chaks. Such a request may be sent by email to info@chaks.fr specifying the number of boxes to be collected. If the return involves a pallet, it must be wrapped in stretch film and its gross weight must be provided.

If the return is due to an error on the part of the customer, the return costs shall be borne by the customer; in such cases, the costs will be covered by Chaks.



3 RUE MARTIN HILTI
68140 MUNSTER - FR

When returning goods, the customer must ensure that:

- Items must be returned with the original Chaks label, without any price tags, anti-theft tags or any other labels not belonging to the product.
- Suits must be folded in their original packaging with all their accessories.

Chaks will send the customer a Return Form, which must accompany the returned goods.

Upon receipt, a credit note will be issued based on the inspection carried out by our team.

The credit note will be sent to the customer by email and may be deducted from their next payment or refunded upon written request accompanied by bank details. All requests for amounts under €100 will be processed by cheque.

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CREDIT NOTE AND RETURN FORM



3 RUE MARTIN HILTI
68140 MUNSTER - FR
Tel: +33 (0)3 89 21 65 50
info@chaks.fr

Contact: Sabine VANNEAU, Nathalie BOEGLIN

CUSTOMER NO.: _____

CUSTOMER NAME: _____

DATE: 29/04/2026

DELIVERY NOTE NO.:

INVOICE NUMBER NO.:

Broken or defective items: PHOTO OR VIDEO REQUIRED

Reference no.	Description	Purchase price	Damaged quantity	Credit amount
				000 €
				000 €
				000 €
				000 €
Amount BROKEN OR DEFECTIVE ITEMS:				000 €

When returning goods, the customer must ensure that:

- Items must be returned with the original Chaks label, without any price tags, anti-theft tags or any other labels not belonging to the product.
- Suits must be folded in their original packaging with all their accessories.

Missing items

Reference no.	Description	Purchase price	Missing quantity	Credit amount
				000 €
				000 €
				000 €
				000 €
Amount MISSING ITEMS				000 €

The items listed below were not ordered by the customer.

Reference no.	Description	Purchase price	Delivered quantity	Credit amount
				000 €
				000 €
				000 €
				000 €
Amount: RETURN OF UNORDERED ITEMS				000 €

Total amount: 000 €

Comments	Person responsible for returns	
	SURNAME :	
	FIRST NAME :	