

## Sales Terms

1. The present Conditions of Sale are entered into between GAUCHERE ("Seller") and the purchasing party ("Purchaser").
2. The order is intended to be placed and accepted by the Purchaser according to the following Conditions of Sale. No changes or exceptions shall be allowed unless approved in writing by the Seller.

3. Cancellations or modifications of orders shall be communicated to the Seller's offices at \_\_\_\_\_ by registered mail, Federal Express or by

EMAIL no later than ten ("10") days after the issue date of the present order and will not be effective unless confirmed in writing by the Seller.

Cancellations of orders, resulting from the Seller's delay in delivering merchandise already ordered, shall not be accepted.

4. Seller shall have discretion to cancel totally or partially the supply of merchandise in this order form and, in such case, will notify the Purchaser as

soon as it is commercially practicable.

5. The merchandise is shipped FOB ("Free-On-Board"), Paris, France.
6. In the event the Purchaser does not collect the purchased goods delivered to the specified destination, the Purchaser shall be in default, and the Seller shall, in its sole discretion, either demand payment for the goods and maintain the goods at the disposal of the Purchaser or proceed and sell them to third parties, without notice. Expenses for holding the merchandise by the forwarder are to be borne entirely by the Purchaser and the Seller reserves all rights to recover damages.
7. The price of the merchandise shall be paid upon the due date of the invoice issued by the Seller. After thirty ("30") days have elapsed from the due date of the invoice, the Seller is authorized to impose a late payment penalty of 5% of the outstanding balance. Thereafter, interest shall accrue at the higher of 5% or the prime lending rate plus 3%.
8. If the order anticipates more than one shipment, the delayed payment of a single invoice relating to each shipment will authorize the Seller to suspend indefinitely all subsequent shipments, without having to send a warning notice to the Purchaser. Additionally, the Seller reserves the right to claim damages arising on account of the Purchaser's breach of these Conditions of Sale. Other than for breaches related to non-payment or failure to accept delivery, the Purchaser will be deemed to be in default five ("5") business days after being notified in writing by Seller of any breach of these Conditions of Sale.
9. Returns of merchandise will not be accepted for any reason without the written consent of the Seller. If such consent is given, the Purchaser shall indicate in the shipment documents the authorization number to return the merchandise, which will be supplied to the Purchaser, upon his request, by the appropriate office at the Seller. To obtain a credit, merchandise must be returned promptly to the Seller and must be received by the Seller in original condition.
10. The Purchaser must examine the goods received as soon as is commercially practicable. If defects are discovered, for which the Seller is deemed responsible, the Seller must immediately be informed, by means of Federal Express, Fax or some other form of expedited communication at the appropriate office at the Seller and, in all cases, within five ("5") days of the receipt of goods so that the Seller can notify the forwarder, insurance company or any other responsible party. Such notice must specify the nature of the defect identified by Purchaser.
11. Where ordinary examination would not allow the Purchaser to discover defects in merchandise upon receipt, the Seller must be informed of such defect no later than fourteen ("14") days from receipt of goods. Failure to notify Seller within this time period will be construed as an acceptance of the goods and a waiver of all claims regarding the condition of the goods received.
12. In no instance will Purchaser be permitted to claim any offset against payments owed on invoices to Seller, without having received a credit memo from Seller.
13. In the event that the validity of a complaint is recognized by the Seller and in the event that this complaint cannot be cured through a discount on the purchase price, the Seller, at its discretion, shall either substitute the defective merchandise, or issue a credit memo provided that the defective merchandise has been returned to the Seller. In no circumstances will the Seller be responsible for any damages to the Purchaser, including lost profits or any consequential damages, beyond the purchase price of the specific item of merchandise that is the subject of such complaint.

14. In the event of strikes, difficulties in receiving the shipments, or the occurrence of other extraordinary events or events outside of Seller's control, which impact production or delivery of the items ordered, the Seller shall be authorized to postpone deliveries or to cancel them.
15. In the event the economic or financial conditions of the Purchaser change in such way that solvency is substantially decreased, or that Seller has reason to believe that Purchaser's solvency may be at risk, the Seller shall have the right to either cancel all orders or to demand satisfactory guarantees of payment.
16. All of the merchandise shipped to Purchaser is intended for sale exclusively by the Purchaser in their agreed place of business. Under no circumstances does the Seller authorize the Purchaser (I) to sell or wholesale the merchandise purchased to any other Purchasers, discount houses, or wholesaler or (II) to sell or to advertise Seller's products on the internet without the express, written consent of the Seller.
17. The Seller is the owner of GAUCHERE trademark, which may not be used by the Purchaser without the express, written consent of the Seller. Additionally, the merchandise may not be used for publicity or promotional purposes without the express written consent of the Seller.
18. This agreement shall be governed by French Law and the parties hereby expressly consent to the exclusive jurisdiction of the state and federal courts located in Paris County, France. In the event of litigation or any action with regard to a breach of this agreement, the non-prevailing party will be responsible for all reasonable attorneys fees and related costs.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Authorized Purchaser Signature & Title: \_\_\_\_\_

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## PAYMENTS INFORMATION FORM

To be filled out and sent to GAUCHERE SARL within 15 days from the date of the Submission of Proposed Purchase Orders or at least 6 months prior to forecasted date of first payment from Additional and/or Replacing Bank Account and/or Payer as per art. 11.2 of GAUCHERE SARL Terms and Conditions of Sale

☐ Addition FROM

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## PROPOSED PURCHASE ORDERS OF SEASON

\_\_\_\_\_

☐ Replacement Date: \_\_\_\_\_ TO

GAUCHERE SARL, 188 rue de Rivoli  
 75001 Paris  
 France

## FINAL DESTINATION OF THE GOODS

\_\_\_\_\_

With reference to the above mentioned Proposed Purchase Orders, I undersigned, duly empowered to represent the Buyer, hereby communicate the details of the bank accounts from which the due amounts will be paid and/or the full details of the company/companies and/or individuals that will pay on our behalf the due amounts.

## PAYER DETAILS

| Company Name    | Company Full Address                         |
|-----------------|----------------------------------------------|
| ABC Company     | 123 Main St, New York, NY 10001              |
| XYZ Corporation | 456 Elm St, Los Angeles, CA 90001            |
| DEF LLC         | 789 Oak St, Chicago, IL 60601                |
| GHI Inc.        | 101 Pine St, San Francisco, CA 94101         |
| JKL Partners    | 202 Maple St, Houston, TX 77001              |
| MNO Group       | 303 Cedar St, Phoenix, AZ 85001              |
| PQR Systems     | 404 Birch St, Philadelphia, PA 19101         |
| STU Solutions   | 505 Walnut St, San Diego, CA 92101           |
| VWX Ventures    | 606 Spruce St, Austin, TX 78701              |
| YZZ Industries  | 707 Ash St, Portland, OR 97201               |
| AAA Corp.       | 808 Hickory St, Denver, CO 80201             |
| BBB Co.         | 909 Sycamore St, Salt Lake City, UT 84101    |
| CCC Ltd.        | 1010 Dogwood St, Minneapolis, MN 55401       |
| DDD Inc.        | 1111 Redwood St, Seattle, WA 98101           |
| EEE LLC         | 1212 Cypress St, Miami, FL 33101             |
| FFF Corp.       | 1313 Juniper St, Dallas, TX 75201            |
| GGG Partners    | 1414 Fir St, San Jose, CA 95101              |
| HHH Group       | 1515 Willow St, Boston, MA 02101             |
| III Systems     | 1616 Cherry St, San Antonio, TX 78201        |
| LLL Solutions   | 1717 Peach St, Fort Worth, TX 76101          |
| MMM Ventures    | 1818 Apple St, Columbus, OH 43201            |
| NNN Industries  | 1919 Orange St, Indianapolis, IN 46201       |
| OOO Corp.       | 2020 Lemon St, Charlotte, NC 28201           |
| PPP Co.         | 2121 Lime St, San Francisco, CA 94101        |
| QQQ Ltd.        | 2222 Grape St, New York, NY 10001            |
| RRR Inc.        | 2323 Banana St, Los Angeles, CA 90001        |
| SSS LLC         | 2424 Kiwi St, Chicago, IL 60601              |
| TTT Corp.       | 2525 Mango St, San Diego, CA 92101           |
| UUU Partners    | 2626 Pineapple St, Houston, TX 77001         |
| VVV Group       | 2727 Strawberry St, Phoenix, AZ 85001        |
| WWW Systems     | 2828 Watermelon St, Philadelphia, PA 19101   |
| XXX Solutions   | 2929 Cantaloupe St, San Jose, CA 95101       |
| YYY Ventures    | 3030 Peach St, Austin, TX 78701              |
| ZZZ Industries  | 3131 Lemon St, Portland, OR 97201            |
| AAA Corp.       | 3232 Lime St, Denver, CO 80201               |
| BBB Co.         | 3333 Grape St, Salt Lake City, UT 84101      |
| CCC Ltd.        | 3434 Banana St, Minneapolis, MN 55401        |
| DDD Inc.        | 3535 Kiwi St, Seattle, WA 98101              |
| EEE LLC         | 3636 Mango St, Miami, FL 33101               |
| FFF Corp.       | 3737 Peach St, Dallas, TX 75201              |
| GGG Partners    | 3838 Watermelon St, San Francisco, CA 94101  |
| HHH Group       | 3939 Strawberry St, New York, NY 10001       |
| III Systems     | 4040 Cantaloupe St, Los Angeles, CA 90001    |
| LLL Solutions   | 4141 Peach St, Chicago, IL 60601             |
| MMM Ventures    | 4242 Lemon St, San Diego, CA 92101           |
| NNN Industries  | 4343 Lime St, Houston, TX 77001              |
| OOO Corp.       | 4444 Grape St, Phoenix, AZ 85001             |
| PPP Co.         | 4545 Banana St, Philadelphia, PA 19101       |
| QQQ Ltd.        | 4646 Kiwi St, San Jose, CA 95101             |
| RRR Inc.        | 4747 Mango St, Austin, TX 78701              |
| SSS LLC         | 4848 Peach St, Portland, OR 97201            |
| TTT Corp.       | 4949 Watermelon St, Denver, CO 80201         |
| UUU Partners    | 5050 Strawberry St, Salt Lake City, UT 84101 |
| VVV Group       | 5151 Cantaloupe St, Minneapolis, MN 55401    |
| WWW Systems     | 5252 Peach St, Seattle, WA 98101             |
| XXX Solutions   | 5353 Lemon St, Miami, FL 33101               |
| YYY Ventures    | 5454 Lime St, Dallas, TX 75201               |
| ZZZ Industries  | 5555 Grape St, San Francisco, CA 94101       |
| AAA Corp.       | 5656 Banana St, New York, NY 10001           |
| BBB Co.         | 5757 Kiwi St, Los Angeles, CA 90001          |
| CCC Ltd.        | 5858 Mango St, Chicago, IL 60601             |
| DDD Inc.        | 5959 Peach St, San Diego, CA 92101           |
| EEE LLC         | 6060 Watermelon St, Houston, TX 77001        |
| FFF Corp.       | 6161 Strawberry St, Phoenix, AZ 85001        |
| GGG Partners    | 6262 Cantaloupe St, Philadelphia, PA 19101   |
| HHH Group       | 6363 Peach St, San Jose, CA 95101            |
| III Systems     | 6464 Lemon St, Austin, TX 78701              |
| LLL Solutions   | 6565 Lime St, Portland, OR 97201             |
| MMM Ventures    | 6666 Grape St, Denver, CO 80201              |
| NNN Industries  | 6767 Banana St, Salt Lake City, UT 84101     |
| OOO Corp.       | 6868 Kiwi St, Minneapolis, MN 55401          |
| PPP Co.         | 6969 Mango St, Seattle, WA 98101             |
| QQQ Ltd.        | 7070 Peach St, Miami, FL 33101               |
| RRR Inc.        | 7171 Watermelon St, Dallas, TX 75201         |
| SSS LLC         | 7272 Strawberry St, San Francisco, CA 94101  |
| TTT Corp.       | 7373 Cantaloupe St, New York, NY 10001       |
| UUU Partners    | 7474 Peach St, Los Angeles, CA 90001         |
| VVV Group       | 7575 Lemon St, Chicago, IL 60601             |
| WWW Systems     | 7676 Lime St, San Diego, CA 92101            |
| XXX Solutions   | 7777 Grape St, Houston, TX 77001             |
| YYY Ventures    | 7878 Banana St, Phoenix, AZ 85001            |
| ZZZ Industries  | 7979 Kiwi St, Philadelphia, PA 19101         |
| AAA Corp.       | 8080 Mango St, San Jose, CA 95101            |
| BBB Co.         | 8181 Peach St, Austin, TX 78701              |
| CCC Ltd.        | 8282 Watermelon St, Portland, OR 97201       |
| DDD Inc.        | 8383 Strawberry St, Denver, CO 80201         |
| EEE LLC         | 8484 Cantaloupe St, Salt Lake City, UT 84101 |
| FFF Corp.       | 8585 Peach St, Minneapolis, MN 55401         |
| GGG Partners    | 8686 Lemon St, Seattle, WA 98101             |
| HHH Group       | 8787 Lime St, Miami, FL 33101                |
| III Systems     | 8888 Grape St, Dallas, TX 75201              |
| LLL Solutions   | 8989 Banana St, San Francisco, CA 94101      |
| MMM Ventures    | 9090 Kiwi St, New York, NY 10001             |
| NNN Industries  | 9191 Mango St, Los Angeles, CA 90001         |
| OOO Corp.       | 9292 Peach St, Chicago, IL 60601             |
| PPP Co.         | 9393 Watermelon St, San Diego, CA 92101      |
| QQQ Ltd.        | 9494 Strawberry St, Houston, TX 77001        |
| RRR Inc.        | 9595 Cantaloupe St, Phoenix, AZ 85001        |
| SSS LLC         | 9696 Peach St, Philadelphia, PA 19101        |
| TTT Corp.       | 9797 Lemon St, San Jose, CA 95101            |
| UUU Partners    | 9898 Lime St, Austin, TX 78701               |
| VVV Group       | 9999 Grape St, Portland, OR 97201            |
| WWW Systems     | 10000 Banana St, Denver, CO 80201            |

Company VAT number

Company Number of registration at the local trade register

Complete Name and Surname of Individual Payer Full Address of Individual Payer

Passport Number of Individual Payer (copy to be attached) Passport issued on ...../ by .....

Phone Number

Fax Number

email address

Bank Name

Bank City & Country

IBAN

Relationship/Link with the Buyer

☐ APPROVED☐ NOT APPROVED[illegible]

GAUCHERE SARL

Company chop and signature

By signing the present Payments Information Form, I formally declare that the above list is exhaustive and expressly acknowledge and accept that compliance with the Payment Policy as described in art. 11.2 of GAUCHERE SARL Terms and Conditions of Sale is an essential part of the Contract as defined at art. 3.3 of GAUCHERE Terms and Conditions of Sale and expressly acknowledge and accept all the provisions of art. 11.2 of GAUCHERE SARL Terms and Conditions of Sale, i.e.:

More particularly in respect of preventing money laundering and avoiding being in breach with sanctions and embargoes, compliance with the provisions of the Payment Policy as described in this art. 11.2 is an essential part of the Contract as defined at art. 3.3 here above. Buyer expressly acknowledges and accepts that, unless otherwise expressly authorized by GAUCHERE following the submission of a request of payment from a third party and/or a request to change the Payer, payments shall be executed by Buyer through a bank and an account approved in advance by GAUCHERE at its unfettered discretion.

Buyer shall communicate its own Bank details and/or submit a request of payment from a third party and/or a request to change the Payer by means of the "Payment Information Form" that constitutes an essential part of the Contract as defined at art. 3.3 here above. The deadline for the submission of the Form by Buyer to LGL is no later than 6 months prior to the expected payment date and in any case within 15 days from the date of submission of Proposed Purchase Orders. GAUCHERE shall communicate its acceptance or refusal to Buyer within 3 months from the date of receipt of such requests.

Buyer acknowledges and accepts that any non-compliance with the Payment Policy here above shall be considered as a serious breach of the Contract and GAUCHERE shall (a) refuse payments incoming from unapproved companies and/or individuals, unless such companies and/or individuals are subject to sanctions requiring the blocking of their assets, in which case GAUCHERE will comply with applicable laws, (b) refuse at any time payments incoming from approved accounts and/or Payers, should the banks and/or Payers have meanwhile been included in national or international lists as sanctioned companies and/or individuals (Sanctioned Parties), unless such Sanctioned Parties are subject to sanctions requiring the blocking of their assets, in which case GAUCHERE will comply with applicable laws, and (c) refuse at any time payments incoming from approved accounts and/or Payers, should the receipt or dealing in such payments be prohibited under applicable law because the banks and/or Payers be or have become resident in a country or region included in national or international lists as an Embargoed Country. Such refused or blocked payments shall be considered as never executed and will not discharge Buyer from its payment obligations towards GAUCHERE. In such case all the remedies under art. 5.8 will apply in addition to any other remedy available at law or pursuant to these Terms.

"Embargoed Country" shall mean the Crimean region of Ukraine and Sevastopol, Cuba, the Democratic People's Republic of Korea, Iran, Syria and any other country or region that is or will be subject to economic and trade sanctions imposed by the UN, the US, the EU and/or its Member States.

"Sanctioned Parties" shall mean any individual or entity listed or designated on any restricted parties or sanctions list maintained by the UN, the US, the EU and/or its Member States, including, without limitation, U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons ("SDN") List, its Sectoral Sanctions Identifications ("SSI") List, and its Foreign Sanctions Evaders ("FSE") List.

"Sanctions" shall mean all applicable trade or economic sanctions or export control laws, regulations or restrictions, including without limitation those implemented by the UN, the US, the EU and/or its Member States, or Switzerland.

## BUYER

\_\_\_\_\_ Name/surname

\_\_\_\_\_ Job Title

\_\_\_\_\_ Signature

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## PAYING COMPANY PAYING INDIVIDUAL

For acknowledgment and acceptance of the above and of LGL's T&C of Sale

\_\_\_\_\_ Name/surname Name/surname

\_\_\_\_\_ Job Title

\_\_\_\_\_ Signature Signature

Company chop