

## General Sales Terms and Conditions (GSTC)

AMORTISSEUR DONERRE, a simplified joint stock company with the registered capital of EUR 63,037.67, registered in the Commercial and Company Registry for Montauban under No. 398 966 069, with its registered office at 21 rue de l'Usine, in Montech (82700).  
Intra-community VAT number FR87398966069

### I. RECITALS

1. AMORTISSEUR DONERRE, a simplified joint stock company, operates the following website <https://www.donerre.com/fr/>, where the spare parts for vehicles and motorcycles are presented and sold, primarily in relation to dampers.
2. The customer declares that AMORTISSEURS DONERRE has provided him with all necessary information.
3. Any order made through the e-shop available on the following website <https://www.donerre.com/fr/eshop/> (hereinafter the "E-shop") implies reading and acceptance, without any reservations, of the entire General Sales Terms and Conditions for the specified price.
4. The General Sales Terms and Conditions shall be accepted by the customer at the time of order. No order may be taken without the above consent.
5. The customer may save and edit these General Sales Terms and Conditions, if he wishes, using the standard features of its browser or computer.
6. On the website, the following information is specified:
  - The legal information for the accurate identification of AMORTISSEUR DONERRE, such as company name, telephone number, registered office and whether the company is subject to value added tax (VAT) and identified by an individual number.
  - Presentation of the products with the detailed technical characteristics
  - Presentation of the technologies used in the company's products
  - Presentation of the services offered by AMORTISSEUR DONERRE
7. The customer recognizes to be aware of the fact that his consent to the General Sales Terms and Conditions shall not require a handwritten signature of these documents, but results only from placing an order.
8. All the information are presented in the French language.
9. The customer declares to enjoy full legal capacity to engage under these General Sales Terms and Conditions. The "Customer" means any natural person of legal age who places an order in the E-shop on his behalf or on behalf of any legal person.

### II. SUBJECT AND SCOPE

These General Sales Terms and Conditions provide for the rights and obligations of the Parties within the online sales of the spare parts for vehicles and motorbikes, offered to the Customers by AMORTISSEUR DONERRE.

They shall govern the steps necessary for ordering and tracking the order between the Parties.

The Customer acknowledges that he has taken the General Sales Terms and Conditions, available on the website, into consideration and accepted them.

These General Sales Terms and Conditions shall apply to any and all online orders placed on the website.

### III. TERM

These General Sales Terms and Conditions shall apply for the entire time that the products will be offered by AMORTISSEUR DONERRE on the website.

AMORTISSEUR DONERRE reserves the right to temporarily or permanently close the website or the E-shop, without notice or compensation. AMORTISSEUR DONERRE is not liable for any damages which can result from such changes and/or temporary or permanent unavailability or from permanent closing of the website as an online point of sale, or any part thereof.

These General Sales Terms and Conditions may be amended and/or supplemented at any time by AMORTISSEUR DONERRE, however, without changing the conditions applicable at the moment of placing an order by the Customer. In such case, AMORTISSEUR DONERRE shall make the new version of the General Sales Terms and Condition available on the website. In case of change, the applicable General Sales Terms and Conditions shall be those in force as of the date of order.

### IV. ORDERS

For placing an order in the E-shop, the subscription on the website of AMORTISSEUR DONERRE is not required. The Customer may, if he wishes, create an account via the "Subscribe" button or connect via the "Connect" button.

The availability of products shall be indicated in the product description of each product. If a product is unavailable, while the Customer has already placed an order, AMORTISSEUR DONERRE shall inform the Customer as soon as possible and offer him to (i) wait for the product to be resupplied; (ii) change or cancel his order. In case that the product is permanently unavailable, AMORTISSEUR DONERRE shall cancel the order and refund the price to the Customer in full as soon as possible.

For placing an order in the E-shop, the Customer searches for the product(s) that he wishes to purchase. The Customer can choose the quantity that he wishes to purchase and add the product in the cart via the "Add to Cart" button.

The cart contains all the products added by the Customer, their names, the quantity ordered and unit prices of the products, with and without VAT. The Customer may order the desired quantity per unit, within the limits of the stock available.

The Customer can continue in placing his order, specifying the contact details, billing address and delivery address. If the Customer is registered (e.g. dealers), he can connect and access the personal information that he specified in creation of his customer account.

The Customer must read and accept the General Sales Terms and Conditions of AMORTISSEUR DONERRE via the check box "I've read and accept the General Sales Terms and Conditions". The acceptance is required in order to continue in placing the order.

Afterwards, the Customer can choose the payment method as well as the delivery conditions. The earliest delivery date shall be specified. Concerning the delivery conditions, the price shall be fixed depending on the total price of the order and delivery method:

#### 1. Standard Delivery

The standard delivery is a delivery where the time limits in France are generally from 1 to 3 business days.

- For an order where the amount is lower than EUR 30, the shipping costs for the standard delivery shall be EUR 8.
- For an order where the amount is between EUR 30 and 99, the shipping costs for the standard delivery shall be EUR 10.
- For an order where the amount is between EUR 100 and 999, the shipping costs for the standard delivery shall be EUR 15.
- For an order where the amount is between EUR 1,000 and 1,999, the shipping costs for the standard delivery shall be EUR 18.
- For an order where the amount is higher than EUR 2,000, the shipping costs for the standard delivery shall be EUR 0 (delivery free of charge).

## 2. Express Delivery

The express delivery means a delivery which takes place on business days, before noon, the day after placing the order, provided that the order was placed before 11:30 a.m. (except Saturdays).

- For an order where the amount is lower than EUR 999, the shipping costs for the standard delivery shall be EUR 28.
- For an order where the amount is higher than EUR 1,000, the shipping costs for the standard delivery shall be EUR 40.

Before taking the next step, the Customer shall be redirected to the order summary resuming the following elements: the names of the ordered products, corresponding quantity, delivery and billing address, total price without delivery costs and delivery costs.

In order to take the next step, the Customer can choose to confirm its order or change it by clicking on "cart".

Once the order has been validated, the Customer shall be redirected to the page specifying that the order has been taken into account and sent to AMORTISSEUR DONERRE.

The Customer shall receive a confirmation e-mail.

The next step depends on the nature of the Customer:

- In case that the Customer is a natural person, the order shall be paid by the Customer. Once the payment has been accepted, AMORTISSEUR DONERRE shall proceed with shipping of the order.
- However, when the Customer is a legal person, the payment shall be made in the form of invoice, not by pre-payment. The legal person agrees to pay for the invoice according to the time limits specified by the French law in force as of the date of order.

## V. PRICES

### A. PRODUCTS

The applicable prices shall be those in force as of the date of order. The prices shall be expressed in EUR, with and without VAT.

AMORTISSEUR DONERRE reserves the right to change the prices at any time, while ensuring to the Customers the application of prices in force as of the date of order.

The prices for each product shall be available in the product description.

## B. TAXES AND CUSTOMS DUTIES

If the Customer chooses to be delivered outside France, he shall pay any taxes and/or custom duties, if relevant, required in the state of delivery of the order. Any such possible additional costs shall be paid by the Customer and AMORTISSEUR DONERRE may not be accused of not informing the Customer of such possible additional costs.

## VI. PAYMENT TERMS AND PAYMENT METHOD

In order to pay for the order, the Customer shall be redirected automatically to the SYSTEMPAY payment platform of Banque Populaire which allows the Customer to finalise its order in a safe manner.

The Customer shall communicate his bank details (Carte Bleue, Visa, Mastercard) and directly specify, within the zone agreed for this purpose (secure data entry using SSL encryption), card No., without spaces between digits as well as its date of validity and visual cryptogram within a prepayment via SYSTEMPAY.

AMORTISSEUR DONERRE has chosen SYSTEMPAY in order to secure online card payments. The validity of the Customer's payment card shall be verified by SYSTEMPAY. The payment card can be rejected for multiple reasons: stolen card, blocked card, the maximum amount has been reached, typing mistake... In case of problem, the Customer shall contact his bank on the one part and SYSTEMPAY on the other part to confirm the order and payment method.

## VII. CHANGE, CANCELLATION AND RETURN

Any potential changes that the Customer wants to make in his order may be taken into account only if AMORTISSEUR DONERRE has been informed thereof before shipping the order. If this is the case, no costs shall be invoiced to the Customer.

Similarly, the Customer may cancel his order at no costs, if DONERRE AMORTISSEUR has been informed thereof before shipping the order.

Upon reception of the order, the Customer is obliged to verify the condition of all products received. Should the Customer ascertain that any product has been damaged in the course of delivery, the Customer agrees to refuse to accept the package from the carrier and inform AMORTISSEUR DONERRE thereof as soon as possible.

If the Customer wishes to return the products, he shall pay for the shipping costs. The Customer agrees to contact AMORTISSEUR DONERRE before returning the products. The Customer shall send the products to the following address: AMORTISSEUR DONERRE – 21 rue de l'Usine 82700 Montech – France

## VIII. WITHDRAWAL PERIOD

In accordance with the law in force, the Customer who is a natural person shall have the time period of fourteen (14) days from the date of reception of the products to withdraw from the contract. The Customer who is a natural person means any person who does not act within his/her professional activity. If the Customer wishes to exercise his right of withdrawal, he agrees to return the products in the original packaging and in perfect condition to the following address: AMORTISSEUR DONERRE – 21 rue de l'Usine 82700 Montech – France.

If the withdrawal period of fourteen (14) days expires on a Saturday, Sunday, bank holiday or non-working day, the period shall be extended until the first business day.

The shipping costs shall be paid by the Customer.

## IX. WARRANTY AND LIABILITY

### A. HIDDEN DEFECTS

In case that the Customer receives a product affected by a hidden defect, the defect shall be removed or the product shall be replaced by an identical product, within the limit of the available stock. Otherwise, AMORTISSEUR DONERRE shall reimburse the Customer for the product concerned or issue a credit note for the price of the product concerned. A product is affected by a “hidden defect” if it contains a defect of which the Customer has not been aware at the time of purchase and if the above defect renders the product unfit for use for which it is intended or reduce such use to such extent that the Customer, if he was aware of this fact at the time of purchase, would not have bought it, or at least not for the specified price.

The above specified warranty for hidden defects shall apply only to the products purchased from AMORTISSEUR DONERRE and, thus, may not be extended to any possible adverse consequences that such defects may cause on other goods or to other people.

If the Customer wishes to benefit from the warranty for hidden defects, he agrees to inform AMORTISSEUR DONERRE thereof as soon as he becomes aware of the defect.

### B. LIABILITY

1. All the products sold by AMORTISSEUR DONERRE comply with the applicable French legal regulations. In case that the Customer requires a product to be delivered to another country, AMORTISSEUR DONERRE may not be held liable if the product fails to comply with the legal regulations applicable in the country of delivery.

2. In any case, the liability of AMORTISSEUR DONERRE is limited to the price of the products purchased by the Customer, it being specified that this limit of liability can be relied on by a possible sub-purchaser of a product purchased in the E-shop, who may not have more rights than the Customer purchasing the product in the E-shop.

3. All the images on the website shall be without contractual value and may not, in any case, render AMORTISSEUR DONERRE liable. The Customer remains solely responsible for his purchases and for the use that he makes of them.

## C. FORCE MAJEURE

No Party may be held liable in relation to the other Party in case of non-performance of its obligations due to a force majeure event. It is expressly agreed that, for both Parties, the force majeure event shall suspend the performance of their mutual obligations and that each Party shall bear the associated costs.

A force majeure event means any event of unforeseeable and insurmountable character, outside the control of the Parties, which prevents either the Customer or AMORTISSEUR DONERRE from ensuring all of their obligations or any part thereof. As unforeseeable circumstances or a force majeure event shall be considered those generally recognised as such by the French case-law of the French courts and tribunals.

## X. TRANSFER OF OWNERSHIP TITLE AND TRANSFER OF RISKS

The ownership title to the products shall be transferred for the benefit of the purchaser as of the date of reception of the full payment for the order by AMORTISSEUR DONERRE.

The transfer of risks shall correlate with the transfer of the ownership title, even if the Customer has not yet received the order. AMORTISSEUR DONERRE may not be held liable for any damage occurring in the course of delivery.

## XI. COMPLAINTS

In case of any complaint related to any order, the customer service is at your disposal. You can contact AMORTISSEUR DONERRE via the "Contact" tab on the website or via letter sent to the following address: AMORTISSEUR DONERRE – 21 rue de l'Usine 82700 Montech – France.

## XII. PRIVACY PROTECTION

The information required from the Customer are necessary for processing of his order.

In accordance with the Act on Information Technologies and Freedoms of 6 January 1978, as amended by the Act of 6 August 2004, the Customer has the right to access, rectification and object in relation to the personal data concerning him.

When browsing on the website, the Customer may access his personal data via the customer area and rectify it in case of change in his situation. Finally, the Customer may also request erasure of all his personal data, only by sending his written request to AMORTISSEUR DONERRE.

Following the order, AMORTISSEUR DONERRE may send to the Customer via e-mail its newsletter, promotional offers or questionnaire. Moreover, the Customer may unsubscribe at any time by clicking on the unsubscribe link on the bottom of each commercial e-mail. In each personal data collection form, an asterisk informs the Customer of mandatory or optional character of the answers.

When paying online, the bank details of the Customer must be transmitted by the SYSTEMPAY payment service provider to the bank of AMORTISSEUR DONERRE for the performance of the order. As a professional, SYSTEMPAY has made a commitment to AMORTISSEUR DONERRE to take all safety measures and maintain confidentiality of the data in relation to the above specified data transfers.

### **XIII. Intellectual Property**

AMORTISSEUR DONERRE holds all the intellectual property rights for its website; the Customer may not copy or download all the contents of the website or any part thereof without prior written consent of AMORTISSEUR DONERRE.

### **XIV. ENTIRE AGREEMENT**

These General Sales Terms and Conditions and the purchase order constitute the entire obligations of the Parties.

No general or special condition specified by the Customer may be incorporated into the present General Sales Terms and Conditions.

### **XV. GOVERNING LAW**

The governing law shall be the French law.

In case of any dispute, the Customer is required to contact the customer service in order to resolve the dispute amicably. In case of failure to resolve the dispute amicably, the Customer may lodge a complaint with the mediator Martin Berka for which you will find the contact directly to the company Amortisseur Donerre.

Any dispute related to the conclusion, performance, interpretation or termination of the contract which cannot be resolved amicably shall be submitted to the competent courts according to the defendant's domicile.