

GENERAL TERMS AND CONDITIONS OF SALE



1. These General Terms and Conditions of Sale (hereinafter referred to as the "General Terms and Conditions" or "GTC") apply to all sales concluded by Black Star (registered under number 317 515 195 in the Arras Trade and Companies Register) with its business customers, whoever they may be, for any goods sold (hereinafter referred to as the "Goods") and in any territory whatsoever. For all new customers, the General Terms and Conditions and price lists are provided at the time of account opening. Black Star may amend these General Terms and Conditions and its price list at any time and without notice.

2. **Order:** By placing an order with Black Star, the customer implies their full, complete and unreserved acceptance of and agreement to these Terms and Conditions. Unless otherwise expressly agreed between the parties, these GTC shall prevail over any other document. An order is defined as the customer's communication to Black Star of the exact product reference, the quantity of Goods required, the desired delivery date and the delivery address. All orders must be communicated to Black Star in writing and must be confirmed by Black Star in writing, by fax or by email. The contract shall be deemed to have been concluded and shall take effect upon Black Star's express acceptance of the Order.

Black Star reserves the right to refuse all or part of customers' orders, depending on its stock availability, production capacity and the delivery times requested by the customer. Sizes that are not available will not be backordered and the corresponding Orders will therefore be cancelled. The commercial terms take into account the quantity of tyres actually dispatched and not those ordered but unavailable. Except in cases of non-conformity, delivered Goods shall not be returned or exchanged. Delivery times are indicative.

Order modification: unless expressly agreed by Black Star, the customer may not request any amendment or cancellation of an order for any reason whatsoever after the order has been confirmed by Black Star.

3. Terms of payment

3.1 Prices and payment: Prices are given exclusive of tax. They are inclusive of delivery charges for all orders of at least two (2) tyres delivered to mainland France. For orders of fewer than two tyres, delivery charges will be invoiced. The price does not include additional charges or costs arising from specific customer requests. Goods are invoiced, regardless of the order date, at the price set out in the price list in force on the date the order is accepted, plus VAT at the applicable rate. The payment date is stated on the invoice. Black Star reserves the right to charge a deposit payable upon ordering or to require payment in full. Payment in full does not entitle the customer to any discount or interest.

3.2 Non-payment: In the event of non-payment of the invoice by the due date, the sums due may result in the automatic application of penalties set at three times the statutory interest rate. A fixed compensation fee of €40 will also be applied to cover recovery costs, it being specified that if the recovery costs actually incurred exceed this fixed amount, additional compensation may be claimed upon presentation of supporting evidence. Black Star reserves the right to continue accepting subsequent Orders from a customer who has not settled an invoice by its due date, subject to payment in cash. Under no circumstances may payments be suspended or be subject to any form of set-off without the prior written consent of Black Star.

3.3 Suspension of deliveries and cancellation of orders: In the event of non-payment, Black Star reserves the right to suspend any current and/or future deliveries. Black Star may also automatically and without further formality, cancel the order in question and any other current orders.

4. Retention of title

4.1 The Goods covered by this contract are sold subject to a clause expressly making the transfer of ownership conditional upon full payment of the price, including principal and ancillary costs. In the event of non-payment by the due date, Black Star may demand the return of the Goods at the customer's expense. The risks associated with the Goods shall be borne by the customer. Any depreciation in the value of the Goods compared to the initial sale price (whether due to wear and tear, storage conditions, use, assembly, or simple market depreciation) shall be borne by the customer. Any deposits paid may be retained to cover any losses incurred upon the resale of said Goods. It is nevertheless understood that the mere delivery of a document creating an obligation to pay, such as a bill of exchange or other instrument, does not constitute payment within the meaning of this clause; Black Star's original claim against the customer shall remain in force with all the guarantees attached thereto, including retention of title, until such time as the said commercial paper has been effectively paid.

4.2 Until the price has been paid in full, the customer must keep the Goods collected and/or delivered under this contract separate and must not mix them with other Goods of the same nature from other suppliers. If the Goods are not kept separate, Black Star may demand payment for them. In the event of attachment order or any other intervention by a third party regarding the Goods, the customer must immediately inform Black Star so that it enable it to oppose such action and safeguard its rights. The customer further undertakes not to pledge or assign ownership of the Goods sold as security prior to their full payment. It is expressly agreed that in the event of failure to pay any instalment, the entire price shall become immediately due and payable and may result in the immediate reclaiming of the Goods.

Furthermore, failure to pay any sum due under this contract may, at Black Star's sole discretion, result in the automatic

cancellation of the sale following a formal demand for payment that has gone unheeded.

5 Deliveries

5.1 Transfer of risk: Notwithstanding the provisions of clause 4 above and unless otherwise agreed by the parties, the risk of loss or deterioration of the Goods, as well as any damage they may cause, shall pass to the customer upon delivery of the Goods.

5.2 Transport: The customer must check the condition of the Goods upon receipt. In the event of any damage, defects or missing items, the customer must note such reservations in writing on the transport document and confirm these reservations to the carrier by registered letter within three (3) days of delivery in accordance with the provisions of Article L.133-3 of the French Commercial Code. The customer shall immediately inform Black Star by sending a copy of the aforementioned registered letter; failing this, the delivered Goods shall be deemed to have been accepted.

5.3 Delivery: Without prejudice to the steps the customer must take with regard to the carrier as described in Article 5.2, in the event of apparent defects, missing items or non-conformity, any claim of any nature whatsoever relating to the Goods delivered shall only be accepted by Black Star if made in writing within three (3) working days of the date of delivery. Acceptance without reservation covers any apparent defect and/or missing item or non-conformity. Where, following inspection, an apparent defect, missing item or non-conformity is indeed confirmed by Black Star, the customer may only request that Black Star replace the non-conforming Goods and/or supply the missing items at Black Star's expense, without the customer being entitled to claim any compensation or to cancel the order. Alternatively, and at its discretion, Black Star may choose to issue a credit note to the customer to compensate for the goods not received or non-compliant.

5.4 Availability: Deliveries are made solely subject to availability, in the order in which Orders are accepted. Black Star is authorised to make either full or partial deliveries. Delivery times are stated as accurately as possible, but are subject to Black Star's supply and transport arrangements. Delays in delivery shall not give rise to any claim for damages, withholding of payment or cancellation of pending Orders. However, if, three (3) months after the indicative delivery date, the Goods have not been delivered for any reason other than force majeure, the sale may then be rescinded at the request of either party; the customer may obtain a refund of any deposit paid, to the exclusion of any other compensation or damages. In any event, delivery within the agreed timeframe may only take place if the customer is up to date with their obligations to Black Star, regardless of the cause.

5.5 Identification of Goods: It is prohibited to alter or distort, in whole or in part, the marks and numbers appearing on the Goods, or to sell any Goods that have been altered or distorted. In the case of downgraded Goods, the customer is required to resell them as such and to specify their exact nature to their own customers, in particular on all commercial documents.

6 Liability: Black Star shall not be held liable for any damage whatsoever resulting from the improper use of the Goods. The customer must comply with the normal conditions of use, particularly regarding the storage, fitting, inflation, pressure and use of tyres, and is also required to inform users of these conditions. In any event, Black Star shall not be held liable for damage of any kind caused by its Goods on any grounds whatsoever, except in the event of proven non-conformity caused by it and exclusively in respect of direct damage suffered by the customer. Black Star shall under no circumstances be held liable for indirect damage suffered by the customer.

Should the Customer distribute the Goods outside the European Union, the customer shall be solely responsible for ensuring that the Goods comply with the applicable regulations in the third-country destination(s). Unless expressly agreed otherwise, Black Star shall under no circumstances be held liable in the event of the Goods' non-compliance with the local regulations of such countries. Black Star does not under any circumstances authorise the resale of the Goods by the customer, either directly or indirectly, to countries subject to an embargo or international sanctions.

7. Personal data: The personal data collected by Black-Star, in its capacity as data controller, is processed electronically for the purposes of managing the commercial relationship, fulfilling orders, invoicing and debt collection. This processing is based on the performance of this agreement and compliance with relevant legal obligations. The recipients of the customer's personal data are the authorised internal departments of Black-Star and, where applicable, its transport providers or technical subcontractors. The data is retained for the duration of the commercial relationship, in accordance with the applicable statutory limitation periods. In accordance with the GDPR, the customer has the right to access, rectify, erase and transfer their data, as well as the right to restrict processing and object to it. The customer also has the right to lodge a complaint to the supervisory authority (CNIL in France) in the event of a data breach. To exercise their rights or for any queries, the customer may contact Black Star (for the attention of the DPO) at the address of its registered office: 575 Avenue Georges Washington - 62400 BETHUNE (France).

8. Governing Law and Disputes: These General Terms and Conditions are governed by French law. The application of all provisions of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods is expressly excluded. Any disputes shall be brought before the courts of Arras (France) regardless of the place of collection or delivery of the Goods, even in the event of a counterclaim, a third-party claim or multiple defendants, notwithstanding any clause to the contrary.