

ARTICLE 1 – GENERAL PROVISIONS

All orders placed with SOLO INVEST are exclusively governed by the following conditions. Accordingly, placing an order implies the customer's full and unconditional acceptance of these General Conditions. These General Conditions take precedence over all other contrary conditions specified in particular in General Purchasing Conditions, order forms and all other documents issued by the customer. The unconditional acceptance of these Conditions is a fundamental and decisive condition for entering into the agreement.

ARTICLE 2 – ORDERS

The catalogue of goods and descriptions thereof do not constitute an offer as such. The Parties duly agree that the fact of filling-in an order form does not constitute a sales agreement. Orders only become definitive once SOLO INVEST has informed the buyer, or the latter's representative, that it accepts the order. SOLO INVEST is only bound by orders placed with its representatives subject to written confirmation signed by SOLO INVEST or its delivery of the goods. SOLO INVEST shall never be held responsible for any stock shortages.

ARTICLE 3 – ORDER ALTERATION

No alteration can be made to the initial order once it has been accepted by SOLO INVEST, unless formal agreement is given in writing by the latter. Quantities of different orders can under no circumstances be summed to obtain a sliding scale price.

ARTICLE 4 – ORDER CANCELLATION

Once accepted by SOLO INVEST, no order can be cancelled by the buyer. SOLO INVEST can demand that the execution and full payment of said order, using if required all the legal procedures and notably a summary order.

ARTICLE 5 – RETURNS

The customer has the possibility to return his/her articles within a period of 14 days. It is understood that the goods returned by the customer must not have been damaged by any handling other than what is necessary to determine the nature and the characteristics of the goods. Degraded goods (used/worn, damaged, stained, torn, tearaway labels detached or sales or composition labels cut, etc.) will not in any case be accepted or reimbursed by SOLO INVEST. In this regard, SOLO INVEST hereby informs the customer that each returned item will be subject to systematic and minute verification. Samples can neither be returned nor refunded.

ARTICLE 6 – SALE PRICES

Unless otherwise specified in writing, all goods' prices are expressed in EUROS excluding taxes and do not include delivery costs. Sales prices are as specified in the latest price list communicated by SOLO INVEST to the customer, or in the offer transmitted thereto. Prices are valid until otherwise notified; they may be modified during a year subject to the customer's prior and express acceptance thereof. If prices change, SOLO INVEST undertakes to inform the customer of such change prior to implementing the modifications. However, if the price modification results from price increases in primary resources, the new prices shall be immediately applied and notified to the customer who shall be entitled to cancel the latter's order by email within 8 days subsequently to notification of the new prices. If no such cancellation is forthcoming, the order shall be deemed as placed at the new prices.

ARTICLE 7 – DELIVERY

Unless expressly specified otherwise and formerly accepted by SOLO INVEST, goods are delivered to the buyer and the risks relevant to the goods are transferred to the latter ex-works, stores or warehouses of SOLO INVEST upon direct remittance of said goods to the buyer or the latter's hauler representative. It is the buyer's responsibility to check the quality as well as the quantities of the goods delivered, whether by itself or through its representative. No claim shall be receivable after the delivery except under the conditions stipulated hereunder. Goods are delivered by SOLO INVEST subject to an acknowledged tolerance of more or less 5% in size, weight, quantities, grammage per sq. meter and size specifications. The same applies to minor imperfections such as stains, seams, finishing, etc. Should a defect not be detectable at the time of delivery, the buyer shall file a claim by registered mail with acknowledgement of receipt within eight days of the delivery. Delivery schedules are given by SOLO INVEST by way of information only, according to its procurement and manufacturing capacities. Exceeding these deadlines does not open the right to damages, deduction or cancellation of the ongoing orders. However, if within 45 days following an injunction/formal notification by registered mail with acknowledgement of receipt sent by the buyer to SOLO INVEST, the goods ordered have not been delivered for any other reason than force majeure, the sale can be cancelled upon request from either party; the buyer shall then receive a refund of its down payment, excluding any other compensation or damages. The injunction/formal notification hereby defined cannot be sent to SOLO INVEST before the scheduled date of delivery specified by SOLO INVEST.

ARTICLE 8 – TRANSFER OF RISKS

Risks of goods' partial or total loss, or deterioration, are transferred to the client on the day when the said goods are at its disposal, whether delivered thereto, picked-up or otherwise from the SOLO INVEST warehouse.

ARTICLE 9 – FORCE MAJEURE EVENT

A force majeure event is any occurrence that is beyond the Parties' control and impacts performance of the commitments incumbent thereon, including but without however being restricted to: in-company strikes, or strikes at a supplier's or carrier's, supply default, fires, accidents, natural catastrophes, regulatory or administrative difficulties, customs control, all types of economic disputes, legal or regulatory provisions that impact production and/or products' delivery, refusal, reduction or annulment of loan insurance coverage, and any act or negligence committed by a party or entity that is beyond SOLO INVEST's control, etc.; delivery deadlines shall be extended for the duration of the impediment, however SOLO INVEST or the buyer shall be entitled to cancel the order and also if, subsequently to the aforementioned events, delivery deadlines exceed three months, without the customer being entitled to prevail of any right to compensation. Nevertheless, SOLO INVEST shall be entitled to receive compensation for costs incurred. If the force majeure event takes place whereas the order is already partially performed and if such event delays outstanding deliveries, the customer will keep the goods that have already been delivered and pay the price thereof. The goods shall be placed at the buyer's disposal subject to the buyer's complying with its obligations, notably the settlement of a down payment or pre-payment, opening of a documentary credit, guarantee, acquisition of credit insurance coverage, etc.

ARTICLE 10 – CANCELLATION OF PHASED PAYMENT

When phased payment has been expressly and formerly agreed, and unless rescheduling has been previously agreed by SOLO INVEST, the failure to pay a single instalment on the due date shall entail, without prior injunction/formal notification, the cancellation of the phased payment agreement and immediate cash payment of all outstanding amounts whatever the payment method agreed, and the cancellation of ongoing and other orders.

ARTICLE 11 – LITIGATION

Should SOLO INVEST be obliged to resort to a court settlement to force the buyer to fulfill its obligations, and notably the payment of invoices issued by SOLO INVEST, the outstanding amounts shall

ARTICLE 12 – APPLICABLE LAW AND JURISDICTION

The French Law alone is applicable to the present general conditions of sale whatever the destination of the goods. All disputes shall be taken before the Tribunal de Commerce de PARIS (Paris Commercial Court) which shall be the sole competent authority, even if there are several defendants or third party proceedings.

ARTICLE 13 – RESERVATION OF TITLE

SOLO INVEST reserves its ownership title to the goods delivered until full payment of the price and additional costs. Should the buyer sell, transfer or pledge its business, it is the buyer's responsibility to take all necessary steps to ensure that the goods that are still the property of SOLO INVEST are not included in the sale, transfer or pledge, and that SOLO INVEST's reservation of title is expressly acknowledged. In the event of seizure or confiscation of the goods for the benefit of a third party, court order or judicial liquidation of the buyer, it is the buyer's responsibility to immediately inform SOLO INVEST and to take every measure necessary to make SOLO INVEST's reservation of title known. The buyer may sell the goods in line with the requirements of its business. The goods received with the earliest order shall be sold before any identical product ordered later. Consequently, in the event of the failure to pay one or more orders, the goods still in stock at the buyer's shall cover the unpaid deliveries to the extent of the outstanding value. The authorization to sell shall be withdrawn ipso jure should even one single invoice remain unpaid on its.

due date, or should the buyer's solvency deteriorate. Should a payment not be made in due time, and when the goods subject to the reservation of title have already been resold, the financial claim by SOLO INVEST shall be automatically transferred to the proceeds from the goods sold. If such should be the case, the buyer shall transfer to SOLO INVEST if SOLO INVEST so wishes and upon its request, all the financial claims raised by the resale of the goods under reservation of title, until the account is fully settled. Notwithstanding SOLO INVEST's reservation of title over the goods delivered, all risks relative to these goods shall be borne by the buyer from the moment they are handed over to the carrier. The buyer shall insure these goods to the benefit of the recipient, and provide proof of the same to SOLO INVEST at any time. ALL ORDERS IMPLY THE ACCEPTANCE OF THE RESERVATION OF TITLE CLAUSE.

ARTICLE 14 – WARRANTY AND HANDLING PRECAUTIONS

The buyer is responsible for proceeding to tests concerning any defect due to mismatch between the materials or fabrics used. Goods delivered by SOLO INVEST are not guaranteed against defects caused by inappropriate handling, and notably by the initial incompatibility with the materials or fabrics used. The claim procedures and time limits concerning the guarantee of goods supplied are defined in Article 7. The claim time limit for latent defects is eight days as of their identification, the guarantee against latent defects covering only the fault that makes the goods totally improper for its stated purpose. Should a claim be justified, SOLO INVEST shall exchange the goods and, if this is not possible, shall issue a credit note to the buyer for their purchase price excluding VAT, excluding any compensation for any damage whatsoever. The claim shall not defer the buyer's liability to pay the amounts invoiced in relation with the order, object of the claim, and to which SOLO INVEST is entitled in full right. SOLO INVEST will affix a label or a specific marking as agreed on all the products of its range, unless prior agreement has been reached with the buyer and is mentioned on the purchase order form under the approval of SOLO INVEST. SOLO INVEST shall not be liable for indirect damages or subsequent damages of whatever nature that may result from the sale, the use or the inability to use the Goods, and especially, an increase of overhead expenses, a disturbance of the planning or operation interruption, a lack of earning, a loss of benefit, of customers or of expected saving. In any case, SOLO INVEST's liability is limited for each and every order to the pre tax amount and the amount excluding costs of the said order.

ARTICLE 15 - PAYMENT

Falling any prior contrary provision, the buyer shall pay for the goods upon delivery. SOLO INVEST may, if it so wishes, demand that the fulfillment of the order be subject to payment before delivery. Prices are stated net ex-works and, where appropriate, additional freight and insurance costs to be borne by the buyer. Any tax, duty or other fee payable in application of the French regulations, or payable in an importing or transit country, shall be borne by the buyer. It is also understood that payment made before shipment or within ten (10) days from date of invoice, the customer will receive a discount of 1.25% of the invoice amount. In the event of successive split deliveries, each delivery is subject to the full payment of the previous delivery. In any case, the failure to pay a single instalment shall entail immediate cash payment, and the option for SOLO INVEST to cancel the contract if it so wishes. All bank charges and fees relative to the payment shall be borne by the buyer. All charges relative to the presentation of the bill of exchange at the buyer's address shall be borne by the buyer. VAT as well as all taxes and other duties in force and payable on the billing date are added to the invoices relative to accepted orders. Should the buyer request SOLO INVEST to organize the transport of the goods, the costs of transport shall be borne by the buyer ex-SOLO INVEST works, warehouses or stores, SOLO INVEST acting in any event strictly on behalf of the buyer. The parties agree that the deadlines for paying sums due can be extended but cannot, however, exceed 45 days end of month or 60 days following the date on which the invoice was issued (article L441-6 paragraph 5 of the Code de Commerce – French Commercial Code). Any invoice not paid on its due date will automatically, and without prior notice, incur a late payment interest charge at a rate of 15% per annum as of the due date and may lead to the filing of a claim for liability before the courts; Besides the late payment penalties stipulated in the preceding paragraph, the customer will also be liable to pay a fixed sum of EUR 40 for collection charges. The said fixed sum will become payable in the event of late payment of any receivable the payment term of which commenced after the due date.

ARTICLE 16 – RESOLUTIVE CLAUSE

In any case, in the event of non-payment of sums due, and except as defined in Articles 10 and 12 here above, eight days after an unsuccessful injunction/formal notification by registered mail with acknowledgement of receipt or facsimile, the sale may be cancelled ipso jure if SOLO INVEST so wishes; SOLO INVEST may then demand the immediate return of delivered and unpaid goods, at the buyer's expense, without prejudice to damages/losses.

SOLO INVEST reserves its right to sell to any party of its choice the refused or unpaid goods (even those bearing the buyer's trademark). Down payments that might have been made by the buyer shall be retained by SOLO INVEST and used to cover its damages/losses to their fullest extent. The cancellation may affect, if SOLO INVEST so wishes, not only the order concerned, but any previous unpaid orders, whether they have been delivered or not, and whether the payment is due or not. Moreover, and in the event of goods being taken back, the buyer will also be liable to pay a devaluation compensation representing 15% of the price of the goods per month of holding from the date of delivery to the date of return. Should the buyer fail to spontaneously return the goods, it shall be liable to make an irrevocable payment already conservatively fixed at 15% of the price of the goods per week of delay, through a simple provisional court order; said payment shall not be less than 100 Euros per week of delay.

ARTICLE 17 - LIMITATIONS OF LIABILITY, INTELLECTUAL PROPERTY AND COUNTERFEITS

The re-seller undertakes to acknowledge and transmit the following clause to its purchaser: The purchaser shall refrain from using the products of the SOL'S brand sold by the re-sellers as a medium for the dissemination of messages with a racist, insulting, defaming or pornographic character, regardless of the form (text, images, etc.). The purchaser shall refrain from disseminating by means of the products of the SOL'S brand sold by the re-sellers any messages that encourage the commission of crimes or misdemeanours or which encourage discrimination or racial hatred or revisionist or negationist behaviour. The purchaser undertakes not to use the products of the SOL'S brand sold by the re-sellers as a medium for any content which violates copyright, or the rights to brands, designs and models. The purchaser undertakes that the image of the brand and the reputation of the company SOLO INVEST and its SOL'S brand shall not be harmed by the use that he/she makes of the products. The purchaser shall bear all of the consequences if these conditions are not observed and in particular shall guarantee SOLO INVEST against any recourse or claims that may be issued by any person or collective concerning the contents disseminated on the products of the SOL'S brand sold by the re-sellers and shall take responsibility for the financial consequences that may derive from such recourse and/or compensate the company SOLO INVEST for any harm to its image resulting from this use.

ARTICLE 18 - MANAGEMENT OF PERSONAL DATA

The personal and confidential data that the User provides when using the Service are strictly necessary in order to process his/her Account, for the use of the Service, for technical support requirements, for the correct operation and the improvement of the Service and the Options in accordance with these Conditions. Moreover, SOLO INVEST may undertake statistical studies and analyses concerning the use and the types of the Users of the Service. These nominative data are intended for the company SOLO INVEST as well as its subsidiaries. The nominative data may not be transferred or leased to third parties without the express advance consent of the User. They are retained within the European Union throughout the User's contractual relationship with SOLO INVEST and are then archived in the event of a legal or regulatory obligation. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the User has a right of access, rectification, deletion and portability with regard to all of his/her personal data. The User also has the right to limit the processing of his/her data as well as the right to oppose the processing of such data. He/she may exercise his/her rights by sending an e-mail or a postal letter containing all of the supporting documents that justify his/her capacity (Registration with the Registry of Trade and Companies, Registry of Professions, identity card) addressed to the data controller: To the attention of the Data Controller (Responsable de Traitement) (92 rue Réaumur 75002 Paris or by e-mail dp@soloinvest.com). The User also agrees that SOLO INVEST may collect information concerning his/her navigation on the site in order to optimise his/her experience, particularly by the use of cookies. Cookies do not allow the User to be identified. These are computer files which allow a User's use of the web site to be retraced. In general, they record information concerning the navigation of computers on the Site (the pages that were consulted, the date and time of the consultation, etc.), which information may be read at the time of your later visits and which is transmitted to the Site. The User may oppose the recording of cookies. In the event of a dispute, the User has the right to bring a claim before any competent supervisory authority.



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