

Forest Style France General Terms and Conditions of Sale (November 2022)

Pursuant to Article L 441-1 of the French Commercial Code, our General Terms and Conditions of Sale represent the unique basis for commercial negotiations. They include these contractual conditions, and our payment terms, and the factors for determining prices such as the unit price scale. Other than in the event of special terms and conditions to the contrary negotiated by mutual agreement, the provisions of our General Terms and Conditions of Sale govern, in whole or in part, the relations between Forest Style France (hereinafter "our Company") and its professional customers (hereinafter the "Customer"). When they are not addressed by a provision of our General Terms and Conditions of Sale, we also recall that the provisions of the FMB/INOHA Code of Business Conduct (*Code de bonne conduite des pratiques commerciales FMB/INOHA*, 3rd Edition of 15 June 2022) apply to the members of these organisations. In accordance with the period of one month referred to in Article 5 of said Code, the Customer has a period of one month from the receipt of our General Terms and Conditions of Sale to make any remarks in this respect. After this period, they shall be deemed to have accepted such terms and conditions. Extracts from our General Terms and Conditions of Sale are included on the back of our invoices. Customers are hereby informed that they are made aware of our General Terms and Conditions of Sale and our Procedures for "Filing a claim" (Article 7.5), which are available on our website: www.forest-style-group.com.

1 – Customer Account

A customer account can only be opened with the approval of the sales division of our Company. For this purpose, the Customer must submit a French short form registration certificate (*extrait K-bis*) issued within the last 3 months and documents proving that it is solvent, or any other document requested by our Company.

2 – Orders / Offers

The Customer expressly acknowledges that it has read these General Terms and Conditions of Sale and our general pricing before placing any order.

Order refers to any document issued by a Customer including the description and the reference of items, quantities and the price. The information included in our catalogues is provided for information purposes only. Orders are only final once they have been accepted by our Company. This acceptance is materialised by confirmation of the order, either partially or in its entirety. Any special terms and conditions stipulated when an order is placed only apply to said order. No penalty may be applied to our Company in the event of any errors or anomalies in an order placed by the Customer, or any late orders.

No order submitted to our Company may be modified or cancelled without our prior written agreement. No modification or cancellation shall be accepted if the order is already being prepared for loading. We reserve the right to refuse any order in the event that the Customer breaches any of its obligations, or to refuse any order of an abnormal kind or if the Customer does not provide the required guarantees.

3 – Price

Unless otherwise provided for by any special terms and conditions, the price is that imposed by the General Pricing Terms and Conditions in force on the date the order is placed. In the event of an order from the Customer indicating a longer lead-time than one of those provided for in Article 4, the applicable price shall be that in force on the delivery date. In any event, our Company cannot commit to a fixed and non-variable price that shall remain valid for a period of more than 3 months.

If, under exceptional circumstances, under a framework agreement or a special agreement, the foregoing paragraph on the duration of the validity of the price is derogated from, our Company may nevertheless change the price of the products agreed after commercial negotiations by explaining the reasons for the new prices in particular in the event of changes to exchange rates, the costs of raw materials, the cost of energy or the cost of transportation. Prices may be modified with two (2) weeks' notice by registered letter with acknowledgement of receipt indicating the date of application. This notification shall be accompanied by the sending of an amendment. Any order placed by the Customer after the entry into force of the new prices constitutes the acceptance thereof.

Our prices are always inclusive of tax and duties. Specific taxes and/or duties and/or the ecological contribution for the increased responsibility of producers are added to invoices.

In the event of any obligations that relate to determining the agreed price (Article L411-3 III of the French Commercial Code) calculated based on the turnover achieved by our Company with the Customer, the basis for the calculation excludes any specific taxes and/or duties and/or ecological contribution for the increased responsibility of producers.

Any end of year discounts or price reductions that may be granted are conditional on the Customer's scrupulous compliance with their payment obligations and payment deadlines: any unpaid invoices or invoices paid after their due dates shall be discounted from the calculation of the turnover. To take into account the management costs, the threshold for triggering end of year discounts granted by our Company is set at €40 excluding tax.

4 – Delivery

Delivery lead-times are provided for information purposes only. The delivery lead-time begins on the day following the confirmation of the order. Our Company may make full or partial deliveries. Merchandise may not be refused or returned when the delivery date has been adhered to (excluding any delay in delivery counted in hours).

4.1 Permanent Products

Our delivery lead-time is 15 working days (excluding bank holidays and days on which the platform is closed) after the confirmation of an order. Our delivery lead-times are given for information purposes only and remain as such until our Company or our transportation service provider makes an appointment for delivery. Delivery times are indicated with a tolerance of two hours. In the event of a wait of more than 2 hours, the deliverer or the transporter reserves the right to leave without delivering the merchandise and without any penalty. In such an event, the new delivery shall be at the Customer's expense.

Our Company shall only commit to mandatory delivery times if we agree with the Customer, under special terms and conditions, on a provisional stock that is actually constituted in sufficient lead-times. The Company may not be held liable for any shortage of stocks and no penalty of any kind may be imposed in the event of a significant variation in the volume of orders with regard to the provisional stock constituted.

4.2 Promotional operations

When a promotional operation is agreed upon between our Company and a Customer, the products in question must be subject to an advance provisional written order by the customer at least 24 weeks prior to the planned delivery date. Our Company must receive the final orders at least four weeks before the actual delivery date. A tolerance of (+) or (-) 10 % is accepted between any advance order and a definitive order.

4.3 Direct-to-home delivery

4.3.1 Lead-times: The average delivery lead-time may vary according to the products from 5 to 20 business days. The average shipping lead-time is indicated when an order is placed. For special orders or orders for products that are made to order as defined in our catalogues, the lead-time is eight weeks after the order has been confirmed by our Company.

4.3.2 Rates: The rates for direct-to-home delivery are valid for mainland, continental France, (excluding Corsica and the islands). Any other specific destination (Corsica, Île de Ré, etc.) shall be subject to a specific quote. Any other special destination shall require a specific study. Products intended for direct-to-home delivery cannot be delivered to a store.

4.3.3 Delivery: Deliveries are made by a heavy goods vehicle, which may be up to 20 metres long and up to 4.10 metres high and for which the Gross Vehicle Mass (GVM) may be up to 44 tonnes.

The Customer must ensure that the means of transport allows for a direct-to-home delivery and be able to provide detailed access information, and to ensure the feasibility of the

delivery to the end customer or consumer with the transporter. Our Company cannot be held liable for any erroneous or incomplete information that prevents delivery being made.

Any other means of transport that must be adapted shall incur additional delivery costs that shall be borne by the Customer.

Depending on their size, some products may be delivered by courier, parcel services or the postal services.

Products are delivered to the address specified on the purchase order issued by the Customer, to the boundary of the property, on the ground floor. Delivery does not include lifting above ground level, installation, assembly or commissioning of the products.

The Customer must provide our Company with all the information, in particular telephone numbers, to allow our transporter to directly contact the end customer and to make an appointment for delivery. The transporter shall organise the delivery time according to a time period agreed with the Customer's end customer.

Any additional fees and costs incurred due to a failed or delayed delivery, due to an absence of the end customer or due to erroneous or incomplete information provided by the Customer, shall be billed to the Customer by our Company.

The provisions of article L 133-3 of the French Commercial Code, recalled in particular in Article 5 herein, apply to direct-to-home deliveries.

Any return or cancellation of an order must be subject to prior written agreement between our Company and the Customer. Any merchandise returned without our prior written agreement shall not be subject to a credit note and/or replacement. Our company reserves the right to invoice the Customer for the logistics or storage costs for any returned or cancelled order. In the event that merchandise in a cancelled order has been shipped from our warehouses, a fixed amount of €90 ex. tax shall be invoiced to the person that placed the order.

If our Company accepts a return, the product must be made available to the transporter, in its original packaging, in perfect condition, along with any accessories, and the associated assembly instructions and documentation.

The costs for returns and transportation shall not be borne by our Company, even in the event that it has paid them in advance. They must ultimately be paid by the Customer.

4.3.4 GDPR: The data referred to on the purchase order are collected by the person that placed the order, in the capacity of data controller pursuant to the applicable legal rules. These data are intended to enable our Company to process the order and delivery to the end customer with any transporter of their choosing. It is therefore essential that the data collected from the end customer is accurate, exhaustive and up to date. These data shall only be used by our Company for the purposes of delivering the products and shall not be kept beyond the legal time limit.

5 – Force Majeure

In the event of an occurrence of Force Majeure or any event hindering or preventing our Company from fulfilling an order or a contract under the agreed conditions, including prices, our Companies obligations shall be suspended until the resolution of the event preventing the normal performance of the order or the contract.

Events of Force Majeure include: any strike, lock-out, fire, pandemic, epidemic, flood, adverse weather, equipment breakdown, riot, war, loss of driving power, power cuts, shortage of raw materials, increase in the cost of raw materials, increase in the cost of transportation, amendments to standards and regulations for ourselves or our suppliers or transporters, late delivery by our suppliers or subcontractors, even wherein these are partial, and regardless of the cause.

In a case of force majeure our Company shall notify the Customer of the suspension by sending a registered letter with acknowledgement of receipt describing the event of force majeure and, where applicable, providing supporting documents. Proof of the existence of an event of force majeure may also be provided at a later date, and in any event within the following lead-time of 4 weeks.

If an event of force majeure continues beyond four (4) weeks from this notification, the contract or the order may be terminated at the initiative of either of the parties.

The suspension or cancellation of an order or a contract in the event of force majeure excludes any compensation or penalties of any kind whatsoever.

6 – Transport

Without prejudice to any special provisions, our sales are made including carriage (contact us for deliveries "outside stores"). We reserve the right to choose the appropriate means of transport.

Our merchandise and the packaging always travel at the Customer's risk, regardless of the means of payment.

We accept no liability in the event of destruction, damage, loss or theft during transport. Any reservations, as provided for by Article L 133-3 of the French Commercial Code, must be substantiated and indicated to the transporter on reception of the merchandise, and confirmed by registered letter with acknowledgement of receipt within 72 business hours. A copy of the consignment note bearing any detailed and legible reservations must be sent to our Company on the same day.

Our Company shall inform the Customer in good time of any issue in organising the transportation that requires a modification to the delivery appointment. If this issue is due to circumstances beyond the control of the parties, in particular due to the transporter, and we inform the Customer 48 hours before the agreed date to take into account this issue and to modify the transport conditions or the delivery date, pursuant to Article 10 hereinafter no penalty shall be inflicted on our Company.

7 – Acceptance

Any delivery that is a priori compliant that is presented on the day and at the delivery time originally agreed must be accepted by the Customer's internal departments.

Our Company is not liable for any modifications to delivery dates in the event of contradictory information from the Customer's internal departments (purchasing/acceptance). No penalty of any kind may be applied in the event of a change to the delivery date by the Customer's internal departments.

In the event that delivery is refused for any reason, the Customer's department responsible for receiving the delivery must stamp the transporter's document to confirm the day and time at which the delivery was presented, and write down the reason for the refusal.

In the event of the unjustified refusal of a delivery by the Customer or a delay in collecting the products, the Customer shall bear all the risks and must pay the price of the order. Furthermore, our Company may store the products at the Customer's expense and demand a reimbursement of the transport costs. Our Company may also opt to cancel the sale due to a breach by the Customer and to resell the products, without prejudice to any damages and interest that may be claimed to remedy our losses.

No merchandise may be refused or returned unless our Company has been able to independently confirm the grounds for refusal, and without prior written agreement from our Company.

8 - Pallets

The pallets used for the delivery of our products may be of the EUROPAL type (bearing the EPAL logo). In such an event they are therefore returnable and ownership is not transferred at the time of delivery. These pallets must be returned or exchanged at the time of delivery. The Customer undertakes to return them to our Company or the transporter on every delivery on the principle of a "1 for 1" exchange: the delivery of one EUROPAL pallet = return of a EUROPAL pallet. The Customer undertakes to implement the necessary human and equipment resources for this return. Any EUROPAL pallet that is not returned or exchanged by the Customer within 15 business days shall be invoiced at a unit price of €15 ex. tax.

9 – Claims– Return of Merchandise - Warranties

9.1 In a general manner, in the event that any merchandise is acknowledged to be defective or non-compliant, our liability as seller is limited either to a replacement of the merchandise, or spare parts according to the nature of the product, by identical or equivalent merchandise, or the value at which said merchandise was invoiced. No merchandise may be refused or returned due to non-compliance unless our Company has been able to independently confirm the prejudice suffered according to the procedures and conditions described hereafter or without prior written agreement from our Company.

We shall accept no liability for indirect damages.

Our guarantees and our liability are excluded in the event of a modification to the product or its purpose.

9.2 Procedure

Our "Filing a claim" procedure is part of these General Terms and Conditions of Sale. It is available on our website: www.forest-style-group.com.

The date of the claim is the date on which the claim is submitted by means of a fully completed claim form/sheet along with all the supporting documents.

Our legal or commercial guarantees shall not be implemented for any claim form that is incomplete and/or accompanied by incomplete supporting documents and/or submitted after the deadline.

9.3 Clear defects, breakages and non-compliances

The compliance of orders must be checked on delivery. Without prejudice to the provisions to be taken with regard to the transporter, in order to be considered as valid and acceptable, any claims for non-compliances that cannot be identified on delivery must be sent to our departments by means of the claims form or incident report sheet, completed in full, along with any supporting documents, within thirty days from receipt or when the products were made available, otherwise they shall be inadmissible. Any incomplete form/sheet shall invalidate the claim.

Any claims for shortfalls that are not observed on arrival or in reservations on the consignment note shall be rejected.

All claims must be substantiated. The Customer must grant our Company every opportunity to independently verify the accuracy of the claimed defects or non-compliances, and to remedy them.

The Customer shall refrain from returning the disputed products without prior written agreement from our Company.

No product may be returned if it has not been kept in perfect condition and if it is not in its original packaging. Any returns are made at the Customer's expense and risk.

In the event that a claim is found to be justified, our guarantee is limited either to a replacement by identical or equivalent merchandise, or the value at which said merchandise was invoiced.

Our guarantee for clear defects, breakages and non-compliances expressly excludes any damages and interest, fees or compensation for transport, handling or commissioning. The Customer shall bear the costs for any parts sent under the terms of the After Sales Service that are not received or reshipped.

9.4 Hidden defects

Any claims for hidden defects must be made to us using the incident sheet and our form within eight days of the discovery thereof. Any incomplete form/sheet shall invalidate the claim.

Claims for hidden defects shall be invalid after one year.

We guarantee free repair or replacement (by an identical or equivalent product or one of an equivalent value to the price invoiced) for any product or part with any hidden defect regarding its materials or manufacture.

Our guarantee for hidden defects expressly excludes any damages and interest, fees or compensation for transport, handling, commissioning, disassembly, etc.

Any abnormal use of the products or use that does not comply with the specifications indicated by our Company (such as in the catalogue, product data sheet, instruction manual, etc.) and industry practice shall invalidate the guarantee. The same applies for any defects and damage caused by natural wear and tear, erroneous maintenance, fitting or any other event beyond our control. Our products are intended exclusively for domestic use. Any use of our products outside this scope of application, and in particular any professional use may not give rise to a claim.

9.5 Commercial guarantees

Our "Filing a claim" procedure defines the commercial guarantees that we grant according to the product categories, and the terms and deadlines for application. In the event that a claim is found to be justified, our commercial guarantee is limited either to a replacement of the merchandise or defective parts according to the nature of the product, by identical or equivalent merchandise. Our commercial guarantee expressly excludes any damages and interest, fees or compensation for transport, handling or commissioning.

9.6 Presentation of the products

The Customer is responsible for the presentation of the products for resale to consumers. Where our merchandise is not prepared for retail, it is also the Customer's responsibility to add any labels and regulatory information. We accept no liability on these grounds or for any breach by the Customer of its obligations to consumers.

If the Customer considers that the products delivered may be a hazard for consumers or if it has been warned by any person or authority of the existence of such a risk, it must inform us at the earliest opportunity according to the following procedure:

By telephone during office hours: +33 (0)3.20.28.25.25

Any telephone call must be confirmed in writing to the following fax number: +33 (0)3.20.24.88.25 and by email to contact@forest-style.com.

These confirmations must indicate in a precise manner the product references and the grounds for the telephone call.

10- Penalties - Service level

If our Company commits to (i) the application of penalties or (ii) a level of service for orders delivered in compliance and/or within delivery lead-times, giving rise where applicable to penalties in the event of late delivery or breach, the provisions of Article L441-17 of the French Commercial Code must be complied with. Only positions exceeding the agreed margin of error and that have entailed a shortage of stock for the Customer may justify penalties being imposed, and our Company must have received prior warning to be able to confirm the complaint invoked. To this end, the Customer undertakes to justify and document the facts alleged in a complaint for any penalties for prejudice that it claims and to establish the stock shortage on its shelves and in its warehouse. This proof must be provided at the same time as the notice of penalties. Our Company must have adequate time to analyse the information provided: this lead-time must take into account the Customer's own deadline for establishing penalties from the delivery dates and may not be less than 30 business days from the receipt of the duly documented notice of penalties. This lead-time shall not start until all of the supporting documents have been provided.

If our Company has informed the Customer of the existence of an issue no less than 48 hours before the delivery, or in the event of circumstances beyond the control of the parties, in the event of force majeure, our Company is exonerated of any penalties.

Only the penalties expressly accepted by our Company may be applied. The payment deadline for penalties shall be the same as the payment deadline that may have been granted to the Customer for invoices under any special terms and conditions.

In the event that a demand for penalties is served that proves to be undocumented or unfounded, the Customer must compensate our Company for the time spent checking and processing the claims by the payment of flat-rate compensation equal to 50% of the cancelled penalties. Our Company shall inform the Customer thereof and the latter may send us any observations in the same lead-time as that which was granted to our Company to check said penalties and that may not be less than 30 business days. If the Customer does not submit any observations within this lead-time, our Company shall issue the corresponding invoice that must be paid within any payment deadline for invoices that may have been granted to the Customer under any special terms and conditions.

In the event of the application of penalties for late delivery or termination, to which our Company has given its express consent in year N, the Customer undertakes to issue the corresponding invoices or debit notes no later than 31 March of the year N+1. After this date they may no longer be claimed. Furthermore, any action for payment of penalties for late delivery or stock shortages by the Customer are time barred at one year from the date of issue of the invoice or credit note.

11 – Intellectual property

Any studies and projects, drafts, templates and prototypes created at the request of the Customer remain the exclusive property of our Company. Any creative rights, and in particular copyright, trademark, patent or expertise remain strictly reserved to our Company.

Our Company may also provide the Customer with marketing tools to assist with, facilitate or promote the use of our products, such as photographs, videos or hyperlinks (e.g. to user tutorials, promotional videos, etc.). The Customer undertakes to use these tools solely for our products and for its own customers, with the exception in particular of a third-party products, whether they are direct competitors or otherwise.

12 – Payment

Unless otherwise provided for by special terms and conditions, invoices are payable in cash. The fact of having been granted a payment facility on one occasion does not in any way oblige us to continue said facility. Invoices are issued and sent to Customers on the date on which merchandise is shipped. The invoice issue date is the starting point of the calculation of the due date that shall be included on the invoice. Any payment incident and more generally any deterioration in the credit rating of the purchaser may justify a request for guarantees or cash payment or payment by bill of exchange on sight, prior to the performance of any orders.

Any claims regarding invoices must be sent to us by registered letter with acknowledgement of receipt within eight days in order to remain valid and to be accepted.

No compensation or reduction may be offset by the Customer on the amounts due to our company. Any unilateral reduction or compensation applied by the Customer (for example for late delivery, end of stock, missing items or non-compliance) shall constitute a failure to pay with all the associated consequences pursuant to article 11 of these General Terms and Conditions of Sale.

13 – Failure to pay

Any failure to pay shall automatically, without prior warning, give rise to late payment interest at the ECB rate increased by 10%. The Customer shall also automatically owe a recovery fee of 15% of the outstanding amounts with a minimum charge of €40 for any late payment. All the costs for any dispute shall be at the Customer's expense. Any late payment of one invoice or scheduled payment shall entail that any other sums owed by the Customer shall be immediately due for payment. Any breach by the Customer of its essential obligation to pay on the due date is serious misconduct and may entail the automatic suspension of the performance of any orders under delivery.

14 – Retention of title

The merchandise remains the property of our Company until the price has been paid in full. The Customer accepts all risks of loss, or damage, even if it was unforeseeable, due to events beyond our control or Force Majeure.

15– Term – Notice - Termination for breach

The parties may bring their commercial relationship to an end by serving notice of their intention by registered letter with acknowledgement of receipt, subject to a notice period. This notice period must be at least: six months if commercial relations have endured for between one year and five years; twelve months if commercial relations have endured for between five and ten years; eighteen months if commercial relations have endured for more than ten years. Only a registered letter with acknowledgement of receipt referring expressly to one of the minimum notice periods provided for in this article and setting unequivocally the date of termination shall validly initiate the notice period. Any other form, such as notice of an invitation to tender, may not constitute the starting point for the notice period. These notice periods must be complied with even if the business relations are the result of one or more calls for tenders.

In the event of any serious breach of its contractual obligations by one of the parties, the other party may end commercial relations, but only after a warning letter requiring performance or remedy remains without effect after a lead-time of 30 days.

16 – Non-solicitation of personnel

The Customer undertakes to refrain from approaching, soliciting, hiring or attempting to hire, employing or attempting to employ, directly or indirectly, any employee on our payroll. This non-solicitation obligation also applies to any person who was an employee of our Company in the six months preceding their recruitment by the Customer, regardless of the reason for their departure from the workforce of our Company. This non-solicitation obligation of our employees continues (i) for as long as a contract is under performance between us or in a general manner for as long as we have a business relationship and (ii) for a period of twelve months after the expiry of the last contract that bound us or the end of our business relationship. In the event of the breach of this non-solicitation obligation, the Customer undertakes ipso jure to pay a financial penalty equal to 12 months' gross monthly salary (including employer and employee contributions), the average amount of which is calculated based on the gross monthly remunerations of the employee when they were in the workforce of our Company, plus 30%.

17 – GDPR

Our Company has cause to collect data regarding the Customer, its employees and service providers where required for the purposes of customer relations, accounting, After Sales Service, information and marketing purposes. The legal basis for processing depends on performing pre-contractual or contractual measures and legitimate interests. Our Company undertakes to comply with the applicable legal rules and that the processing shall be carried out within the European Union or in a country recognised by the European Commission as having an adequate level of protection or using the standard contractual clauses approved by the European Commission in the event that data is transferred to a third country. If you have any questions or wish to exercise the legal rights for data subjects that are recognised by law, you may contact our Company at the address 'contact@forest-style.com' with proof of identity.

When the Customer communicates their end customers' personal data to our Company, this is a data transfer required to process the orders, delivery, After Sales Service or any other reason relating to the sale of products by our Company to the Customer and the resale of these products to the end customer. In this context, our Company is involved at the Customer's request, as a recipient of data and/or subcontractor (data processor) as defined by the GDPR and acts according to its instructions. Our Company undertakes (i) to refrain from processing the data for purposes other than those for which they were provided in the context of its relationship with the Customer, (ii) to only communicate them to the people who need to know in its departments or its service providers such as transporters, (iii) to respect the confidentiality of the data and to process them with the same level of security as if they were its own data to ensure the protection of the rights of people, and (iv) to inform the Customer in the event of any security breach.

18 – Disputes

This agreement is governed by French law and the parties expressly waive application of the Vienna Convention on the International Sale of Goods.

Even in the event of the introduction of third parties or multiple respondents, the Commercial Court of Lille Métropole has sole jurisdiction to rule on any issues regarding the formation, validity, interpretation, performance or breach of these General Terms and Conditions of Sale and any resulting orders. The Commercial Court of Lille Métropole has sole jurisdiction in the event of any dispute regarding the business relations between the parties or the terms of their termination.