

TERMS AND CONDITIONS OF SALE - POPHAM DESIGN EUROPE

Simplified joint-stock company with a share capital of € 1,000
Registered in the Paris Trade and Companies Register under number 841 213 788, whose head office is located 60 rue du Vertbois - 75003 Paris, represented Mrs. Caitlin DOWE-SANDES as President

The present **Terms and Conditions of Sale** constitute the foundation of the business relationship between the company POPHAM DESIGN EUROPE whose details are at the top of this document, and anyone buying the products it sells.

These Terms and Conditions of Sale are translated from the French.

- ARTICLE 1 - DEFINITIONS** The terms beginning with a capital letter in these General Terms and Conditions of Sale have the meaning given to them below :
- 1.1 CATALOG** list of all the products offered for sale by the Seller on its website www.pophamdesign.com;
 - 1.2 PROFESSIONAL CLIENT** means any physical or legal person, public or private, who acts for purposes within the scope of his commercial activity (preliminary article of the Consumer Code);
 - 1.3 TERMS OF SELES OR CONTRACT** designated as this document;
 - 1.4 PRIVATE CLIENT** refers to a person who is acting for purposes which are outside the scope of its business (introductory article of the code of consumption);
 - 1.5 CUSTOMER** means indifferently the Professional Client and the Private Client;
 - 1.6 QUOTATION** designates the document drawn up by the Seller in which he details on the instructions of the Customer, the Products ordered and all the information useful for the proper execution of the order;
 - 1.7 PARTS** Together means the Customer and the Seller;
 - 1.8 PRODUCT (S)** Means the products offered for sale by the Seller in its Catalog;
 - 1.9 SELLER** means the company POPHAM DESIGN EUROPE whose details are at the top of these Terms and Conditions of Sale.
- ARTICLE 2 - FORMATION / MODIFICATION OF CONTRACT** The Customer declares to have read the General Terms and Conditions of Sale and to have accepted them without reserve before signing the Quotation. The applicable Terms and Conditions are those in effect on the date of signing the quotation. Any modification of the General Terms and Conditions of Sale by the Seller shall be subject to the express, prior written acceptance of the Customer.

ARTICLE 3 - PRODUCTS

3.1 NATURE OF PRODUCTS

The Products offered by the Seller appear in its Catalog.

There are two types of Products : those custom-made to order ("Custom products ") and those available in stock ("Products in stock").

Before ordering, the Customer is invited to read the characteristics of the Products he wishes to order by consulting the Catalog.

The Customer is reminded that the Products are hand-made by craftsmen with a particular artisanal manufacturing technique making each product, and in particular each tile sold, unique . The inevitable results include color variations, variations in pattern line, surface rings, fine cracks, small bumps and scratches, differences in thickness (+/- 1 mm), etc. Photographs and graphics contained on the catalog are given for information only and do not constitute a contractual commitment by the Seller guaranteeing perfect similarity between the ordered product and the product represented, particularly as regards the patterns and colors. The Seller can in no way be held responsible for the non-compliance of the Products with the exhibition models or reproduced on the Catalog or even with the standards usually applied to Industrialized Products.

3.2 USE AND MAINTENANCE OF THE PRODUCTS

It is specified that cement tiles are packaged in cartons and delivered on pallets and must be stored sheltered from bad weather (especially rain, frost, etc.).

It is highly recommended that the Customer use the services of a person skilled in the art for laying and waterproofing the Products and in particular concrete tiles. The Seller can not be held responsible for the incorrect installation of cement tiles by the Customer or by a third party designated by him. It is also recommended to consult the installation instructions of the Products available on the website: <https://www.pophamdesign.com>. For daily maintenance of the Products, the products should be washed with water and a mild soap (type liquid Marseille).

It is strongly discouraged to use acidic products or chlorine (bleach) on the Products.

ARTICLE 4 - ORDER

4.1 TERMS OF THE ORDER

To order, the Customer must sign and date the Quotation sent by the Seller containing, on the instruction of the Customer, the following information: A description of the products ordered (pattern name and colors), the quantity of product (meters), delivery address, billing address, phone number, email address, date of validity of the quote. The Price indicated in the Quote is valid for two (2) months.

The signature of the Quotation by the Customer is a firm and definite commitment to place an order.

Upon receipt of the signed and dated Quotation by the Customer and payment or proof of payment, the Seller will acknowledge receipt by email to the address indicated by the Customer in the Quotation. The acknowledgment of receipt of the Quotation signifies that the parties have entered into the sales contract along with acceptance of the present General Terms and Conditions of Sale.

The delivery time of the Products in stock will depend on their availability

on the day of receipt of the dated and signed Quotation together with the payment or proof of payment.

Production of custom orders is underway once Seller has received full payment by the Client.

4.2 CHANGE OF THE ORDER BY THE CUSTOMER

Orders are final and irrevocable, any request for modification made by the Customer is subject to acceptance by the Seller. In this case, the Seller will not be obliged to respect the deadlines initially agreed upon.

4.3 VALIDITY OF THE ORDER

Seller reserves the right to reject any order for legitimate reasons, especially where:

- The order does not comply with these Terms and Conditions,
- The Client previous order was not paid in full when due,
- A dispute over payment of a previous order by the Customer is ongoing,
- Serious and corroborating information pose a suspicion of fraud regarding this order

ARTICLE 5 - PRICE

5.1 SELLING PRICE

The selling price of the Products listed in the Quotation is a price in Euro with all taxes included (VAT included) taking into account the VAT applicable on the day of the Order . Any change in the rate may be reflected in the price of the Products. The selling price of the Products does not include shipping costs (delivery, unloading, etc.), which are born by the Customer, and vary according to the nature and amount of Products ordered. The shipping costs will be indicated, as far as possible, to the Customer, in the Quotation.

5.2 PRICE CHANGES

The Seller reserves the right to modify the prices of the Products. Only the price applicable to the Client, is the price on the Quotation the day of the Client's signature. The price offered by the Seller on the Quotation will have a validity of two (2) months .

ARTICLE 6 - PAYMENT

6.1 ELIGIBILITY AND PAYMENT TERMS

The full price of stock and custom products must be paid by the Customer concomitantly with the sending of the dated and signed Quotation to the Seller .Otherwise, the Seller cannot confirm the availability of the Product in stock and the delivery times announced may be shifted. In the same way, the Seller will launch the production of the Custom Products only upon receipt of full payment.

6.2 MODE OF OPERATION

The payment of the Products may be made in cash, by check payable to Popham Design Europe SAS, or by bank transfer according to the IBANN and BIC indicated on the Quotation.

In accordance with the provisions of Article L.112-6 of the Monetary and Financial Code and Decree No. 2015-741 of June 24, 2015, payment in cash is capped at one thousand euros (€ 1,000). In case of payment by check, the Seller reserves the right to ask the Customer to prove his identity by means of a valid official identity document bearing his photograph such as national identity card, passport, driving license, K-bis extract, etc., in accordance with Article L.131-15 of the Monetary and Financial Code.

6.3 LATE PAYMENT

Any unpaid sum at the due date is taxable, without prior notice, of interest at the legal rate. A Professional Customer who has not paid the Seller the price when due, is liable for a fixed recovery cost amounting to € 40 (Art. L .441- 10 of the Code of trade). Where the recovery costs incurred

the amount of this lump sum indemnity, the Seller may request additional compensation on justification (Article L.441-10 , II of the French Commercial Code).

- 6.4 DEFAULT OF PAYMENT** If payment of the order is refused by the financial institution of the Customer, the order will be automatically canceled and the Seller will inform the Client as soon as possible.
- 6.5 RESERVE OF OWNERSHIP** The delivered Products remain the property of the Seller until full payment is received. Failure to pay may result in the reclamation of the Products. The transfer of risks of the Product is conferred upon the Customer from the delivery of the Products.

ARTICLE 7 - DELIVERY

- 7.1 PLACE OF DELIVERY** The Products are delivered by the Seller's transport provider to the address indicated by the Customer on the Quote at the foot of the truck . The Customer undertakes to verify the accuracy of the information provided to the Seller on the Quote (address , building, floor, postal code, first name, name, any subject relating to a difficulty of delivery, etc.). The delivery address must be accessible for a 3.5-ton truck, otherwise, the client will be responsible for associated delivery charges.

The Seller cannot be held responsible for delays or defects in the delivery of the Products due to the communication of incorrect or incomplete information by the Customer.

- 7.2 TERMS OF DELIVERY** Delivery is made by a carrier approved by the Seller, or by a carrier chosen by the Customer if the latter so wishes.

In the context of a direct delivery of the Product to the Customer by the carrier, the delivery will be subject to the issuance of a delivery note with the signature of the Customer and the carrier. It is the responsibility of the Customer to check, in the presence of the carrier, the state of the delivered Product and to record in a reasoned and precise manner on the delivery note all the observed observations (breakage, bad apparent condition of the Products, torn cartons, etc.).

If the Customer is absent at the time of delivery or if he fails to arrange the reception of the order with any third party of his choice (which he will have mandated and which will be provided with an letter authorizing receipt of the order along with a copy of his identity card), or in case of impossibility to deliver the products, in particular in case of bad weather, the Customer will have to collect the order from the transporter, at the address and within the deadlines mentioned on the delivery notice. Or, the Customer may reprogram a new delivery directly with the carrier.

The costs of the new delivery and the storage costs will be borne by the Customer and must be paid before the new delivery or before the withdrawal of the Products from the carrier.

7.3 DELIVERY TIME

- 7.3.1. FOR THE PRIVATE CLIENT** (Articles L.216-1 and L.216-2 of the Consumer Code) . Delivery means the transfer to the Private Client of the physical property of the Product. The Products are delivered within the time indicated on the Quotation. For Stock Products, delivery is subject to their availability at the time of the reception of the payment of the Customer.

When the product ordered is not delivered by the deadline mentioned in the Quotation, the Private Client can annul the contract by registered letter

with acknowledgement of reception by the Seller in writing or by email, if, having contacted the Seller by the same manner to make the delivery or to

supply the Product within a reasonable additional period, the Product has not been executed within this period.

The Contract is considered annulled upon receipt by the Seller of the written letter, informing of the resolution, unless the Seller has completed the delivery in the meantime.

7.3.2 FOR THE PROFESSIONAL CLIENT The Seller will make his best efforts to respect the delivery times indicated in the Quotation. In the event that these deadlines cannot be met, the Seller undertakes to automatically inform the Customer by e-mail to the address indicated in the Order Quote .

The Delivery times mentioned in the Quotation are indicated as accurately as possible but have a mere indicative value and are based on the availability of products and the arrival of containers.

Late delivery cannot give rise to damages, nor to any deduction, penalty or indemnity, nor to motivate the cancellation of the Order.

7.4 SHIPPING COSTS Delivery and unloading costs are the responsibility of the Customer and are indicated on the Quotation.

7.4.1 FOR THE PRIVATE CLIENT (articles L.216-4 and L.216-5 of the Consumer Code) . Ownership of the Products is transferred to the Customer from the date of delivery indicated in the Delivery Note, except in the case where full payment of the order has not been received. Any risk of loss or damage to the Products is transferred to the Private Client at the moment when the latter, or a third party designated by him, physically takes possession of the Products.

The Products, which are delivered to the Private Client by an authorized carrier of the Seller, travel at the risk of the Seller.

On the other hand, in the event that the Private Client entrusts the delivery of the Product to a carrier other than the one proposed by the Seller, the risk of loss or damage to the Product is transferred to the Private Client when the Seller confers the order to the Private Client's transporter.

7.4.2 FOR THE PROFESSIONAL CLIENT The ownership of products is transferred to the Professional Client when the transporter takes possession of the goods at the Seller's premises.

The Products, whether delivered to the Professional Customer by a carrier approved by the Seller or by a carrier chosen by the Client, travel at the risk and peril of the Professional Customer.

ARTICLE 8 - RETURN / EXCHANGE

8.1 MODALITIES The Products are not exchangeable or refundable. As an exception, any return of the Product must be the subject of a formal agreement between the Seller and the Customer. In any case, the costs and risks of return are the responsibility of the Customer.

8.2 CONSEQUENCES Any return accepted by the Seller will lead, after qualitative and quantitative verification of the returned Products, by the choice of the Seller, to either :

- The establishment of a credit for the Customer,
- Replacement of Products,
- Refund of the Products to the exclusion of any compensation for damages.

ARTICLE 9 - LEGAL GUARANTEES The Seller undertakes to supply Products in compliance with the legal requirements in force and with the contractual provisions.

9.1 LEGAL GUARANTEE OF CONFORMITY All Products supplied by the Seller benefit from the legal guarantee of conformity provided for in articles L.217-4 to L.217-14 of the French Consumer Code . Subject to the presentation of a proof of purchase, the Customer has a period of two (2) years from the date of delivery of the Product to assert the legal guarantee of conformity. During the first twenty-four (24) months following the delivery of the Product, the Customer is exempted from reporting the proof of the existence of the lack of conformity, the latter weighing on the Seller. In case of lack of conformity, the Customer chooses between repair and replacement of the Product. However, the Seller may not proceed at the Customer's option if this results in a cost that is manifestly disproportionate to the other proposed modality, taking into account the value of the Product or the extent of the defect. However, if none of the solutions envisaged can be implemented in the month following the complaint, the Customer will have the opportunity to request a price reduction or cancellation of the contract. The cancellation of the contract may not be accepted if the lack of conformity is minor.

9.2 WARRANTY HIDDEN DEFECTS All Products supplied by the Seller benefit from the legal warranty of hidden defects provided for in articles 1641 and following of the Civil Code.

Subject to the presentation of a proof of purchase, the Customer can assert the guarantee of hidden defects within two (2) years from the discovery of the defect. To benefit from the guarantee of hidden defects, the Customer must provide evidence that the defect was not apparent, existed at the time of purchase and renders the Product improper for the use for which it was intended or greatly reduces this use. If the Customer provides such proof, he may choose between the cancellation of the sale or a reduction of the selling price, in accordance with Article 1644 of the Civil Code.

ARTICLE 10 - RESPONSIBILITY

- 10.1** The Seller liability cannot be engaged in the event of direct or indirect damage of any kind whatsoever, suffered by the Customer or a third party who does not come directly under its sole responsibility, and in particular any prejudices suffered as a result of improper use of the Product by the Customer. The Seller's responsibility cannot be engaged in case of non-compliance, partial or total, of these Terms and Conditions of Sale by the Customer; the Seller may waive all or part of his liability by providing evidence of non-performance or improper performance of these Terms and Conditions by the Customer.
- 10.2** The Client declares to have full knowledge that the products offered by the Seller on its catalog are entirely handmade by artisans, inevitably involving some variability regarding color shades or certain imperfections such as surface shadowing, fine scratches, small bubbles or chips, differences in thickness (+/- 1 mm). The Seller cannot be held responsible for any defects inherent in the Products.
- 10.3** It is the Customer's responsibility to choose the Products that are suitable for the intended purpose. The Seller cannot be held responsible for a mismatch of the Products ordered with the needs of the Customer. The Customer is informed that the products have no certified qualifications (UPEC standard tiles, for example).

- 10.4 The Seller cannot be held responsible in any way whatsoever for any accident resulting from the use of the Products, regardless of the nature and extent of the damage suffered by the Customer. The Seller cannot be held responsible for the wear of the Products caused by the Customer's use, and in particular for their possible degradation due to their storage conditions and use by the latter.
- 10.5 Seller cannot be held responsible for manner in which the Products were received or stored by the Client.

ARTICLE 11 - FORCE MAJEUR Seller cannot be held responsible for the delay or the failure to perform any obligation under these General Terms and Conditions of Sales in the case of Force Majeur, and particularly in the event of fires, floods, earthquakes, storms, telecommunication networks disruptions, as well as total or partial strikes likely to cause an internal or external disruption.

TICLE 11 - INTELLECTUAL PROPERTY The brand POPHAM DESIGN, its logo, and more generally, any distinctive sign belonging to the Seller are protected by intellectual property rights and remain the exclusive property of the Seller.

The Seller is also the sole owner of all intellectual property rights in the Products.

Any use of Seller's intellectual property rights, of any nature whatsoever and in any form whatsoever, is prohibited.

The Seller reserves the right to sue any act of infringement, unfair competition or parasitism, and more generally, any act violating his rights.

ARTICLE 13 - PERSONAL DATA

- 13.1 The Customer is informed that the Seller processes his personal data transmitted in the Quote (last name, first name, e-mail address, billing address, delivery address, telephone number) strictly necessary (i) for the execution of the present General Sales Terms, (ii) any prospecting operations, (iii) the management of outstanding and potential litigation, and (iv) compliance with legal and regulatory obligations.

Client's personal data are intended for the Seller's personnel and external services responsible for fulfilling its social, accounting and tax obligations as well as any subcontractors and service providers. They are kept for the period strictly necessary for the purposes mentioned above; the Seller undertakes to take all appropriate technical and organizational measures to ensure the security and confidentiality thereof.

- 13.2 The Customer has a right of access, rectification, opposition, deletion, limitation and the right to request to receive the personal data provided to the Seller, in a structured, commonly used and machine readable format for the purpose of transmitting them to another controller.

Any request in this regard should be sent to paris@pophamdesign.com.

- 13.3 In the event of a breach of the Customer's Personal Data, which may give rise to a risk to his rights and freedoms, the Seller undertakes to notify the violation in question, in accordance with Articles 33 and 34 of the GDPR. competent control authority (CNIL) no later than 72 hours after becoming

ARTICLE 14 - INDEPENDENCE OF CLAUSES The fact for one of the clauses of these General Sales Terms to be considered null or deemed not written will have no effect on the other clauses, except if it is an essential clause of these General Sales Terms or if the clause is interdependent with another contractual stipulation.

ARTICLE 15 - TERMINATION Either party may, in case of a breach by the other party of a provision of these Terms and Conditions, terminate its relations with the defaulting party, if after sending a formal notice of the breach by registered mail, the breach has not been rectified in 30 (thirty) days.

**ARTICLE 16 - SETTLEMENT OF
DISPUTES AND APPLICABLE LAW**

16.1 CLAIMS In the event of a dispute regarding the interpretation or the execution of these General Sales Terms, the Parties will seek an amicable agreement, and will communicate to each other the necessary information. The Customer may send a complaint to the Seller at the following address: paris@pophamdesign.com.

16.2 MEDIATION OF CONSUMER DISPUTES If the dispute relating to the interpretation or the execution of the present General Sales Terms could not be solved within the framework of a complaint previously introduced by the Customer in accordance with paragraph 16.1., The Private Client may submit the dispute to a mediator (<https://www.economie.gouv.fr/mediation-conso/vous-etes-professionnel#2obligations>) who will attempt, in complete independence and impartiality, to bring the parties together in order to reach an amicable solution.

16.3 APPLICABLE LAW AND JURISDICTION THESE GENERAL TERMS AND CONDITIONS OF SALE ARE SUBJECT TO FRENCH LAW. ANY DISPUTE RELATING TO THE FORMATION, INTERPRETATION AND EXECUTION OF THESE GENERAL SALES TERMS WHICH HAS NOT FOUND AN AMICABLE ISSUE FALLS WITHIN THE JURISDICTION OF THE FRENCH COURTS. IN CASE OF DISPUTE BETWEEN THE SELLER AND A PROFESSIONAL CLIENT IS MADE ATTRIBUTION OF JURISDICTION TO THE COMPETENT COURTS OF PARIS.