

## General Terms and Conditions of Sale

**Paragraph 1 – Scope of Agreement:** Your order from Sol de Mayo® is made subject to these General Terms and Conditions of Sale (Referred to herein as “Terms of Sale”). Please review the Terms of Sale carefully before placing your order. Our Terms of Sale are subject to change at any time and without prior notice. By purchasing from Sol de Mayo®, you agree to be bound by the Terms of Sale in effect at the time you place your order.

These Terms of Sale apply to all sales between Monica Pigliacampo - Siret Number: 79966858700014, 35 Avenue Sainte Anne, 54520 Laxou, France – trading under the brand Sol de Mayo® (referred to herein as the “Supplier”) and wholesale buyers (referred to herein as “Buyer” or “Buyers”, “you” and “your(s)”). As referred to herein, the term goods shall refer to all products and merchandise ordered by and/or delivered to Buyer from Supplier. Your submission of a signed and completed purchase order form to Sol de Mayo®, including but not limited to your submission of a signed and completed purchase order form to Sol de Mayo's®, their agents or other representatives, will constitute a binding contract between Sol de Mayo® and Buyer and your binding and complete acceptance of all of our Terms of Sale.

**Paragraph 2 – Orders and Fees:** Buyer must confirm all orders in writing, using Supplier's purchase order form, or other order form designated by Supplier and signed by the Buyer. Goods will be supplied by Supplier based on the fees and costs detailed in Sol de Mayo® price scale and, where required, in Supplier's commercial proposal addressed to the Buyer. Supplier is responsible for all applicable taxes and fees levied by France and/or the European Union. Buyer is responsible for all federal, state, local taxes and duties necessary to perform delivery of the products in a country that is not a member of the European Union.

Supplier ships ALL goods to Buyer FOB Shipping. Buyer is responsible for ALL shipping and transportation costs and liability once Supplier delivers Buyer's ordered goods to Supplier's shipper or delivery service. Any and all modifications to the Terms of Sale requested by Buyer must be in writing. The Supplier, at the Supplier's exclusive and sole discretion, may accept or reject any modifications requested by Buyer. Goods are supplied at the fee/price applicable on the day of Buyer's order or if applicable, in any commercial proposal sent by Buyer to Supplier.

**Paragraph 3 – Terms of Payment:** At the time of Buyer's order to Supplier, Buyer shall pay to Supplier 40% of the total purchase price of goods ordered by Buyer. The Supplier will process and begin to fulfill Buyer's order only after payment of the above 40% deposit. Said 40% payment is due and payable at the time Buyer submits its purchase order to Supplier. Buyer shall pay the remaining 60% of the total purchase price 10 calendar days before the delivery date of the goods.

For payment terms other than described in the paragraph above, additional fees may apply. Payment shall be made as specified by Supplier in Supplier's invoice.

Two methods of payment are accepted: by L/C or by Bank Transfer corresponding to 40% of the total purchase price of the above-mentioned fees will be required during the ordering process. The Supplier will not be required to process the supply of the goods ordered in case the Buyer does not process the deposit according to the aforementioned conditions and methods of payment. The remainder amount will be paid 10 calendar days before the delivery of the goods. The Buyer, via transfer to the bank account of the Supplier as indicated on the invoice, will process the payment. In case of any delay in payment of the due amount over and above the aforementioned deadlines, the Buyer will be requested to provide penalty fees equal to three times the legal rate of interest. The legal rate of interest considered will be the one in force on the day when the order was processed. This penalty fee is calculated and based on the due remaining amount inclusive of all taxes. This will be processed without any formal notice and without any damage or consequence on any other action undertaken by the Supplier, as such, against the Buyer.

Until full payment of the fee by the Buyer, the Supplier reserves the property rights on sold goods, thus allowing him to reclaim these goods. Any deposit processed by the Buyer will remain to the Supplier as flat-fee compensation, without any damage or consequence on any other action undertaken by the Supplier, as such, against the Buyer. In contrast, the risk of loss or damage will be transferred to the Buyer upon delivery of the ordered goods. The Buyer, therefore, compels himself to insure the ordered goods at his/her own costs, and to the benefit of the Supplier using an ad hoc insurance, until the transfer of property is complete and to let the Supplier know about the delivery of goods. Failing this, the Supplier would reserve the right to delay the delivery of goods until evidence of this is provided.

Should Supplier retain a collection agency and/or attorney to collect any past due payments or for other related delinquent payment matters, the Buyer agree to pay all of Supplier's costs and expenses associated with such collections, including but not limited to all collection, attorney, court, and litigation fees and costs. In the event of any litigation initiated by Supplier as described above, Buyer consents to the personal and subject matter jurisdiction to the French law and the Court of Nancy, France, and waives any objection to such personal and subject matter jurisdiction.

**Paragraph 4 – Rebates and Discounts:** In its sole and exclusive discretion, the Supplier may extend to Buyer the benefit of rebates and discounts from standard fees based on the quantity of goods purchased or supplied and/or on the frequency of his/her orders. Supplier is solely and exclusively responsible for establishing the terms and amounts of any such rebates and discounts.

**Paragraph 5 – Delivery:** Supplier agrees to make all reasonable and clothes' wear industry commercially acceptable efforts to deliver Buyer's order on time and complete to the address Buyer has designated. Delivery dates may be affected by Supplier's late receipt from Buyer of information necessary to ship or other causes beyond Supplier's reasonable control. Supplier is not liable to Buyer for any loss resulting from late delivery. (See Limitation of Liability below.) Buyer shall inspect the order immediately upon receipt and notify Supplier by email communication, overnight mail delivery, or other commercially accepted written communication method, of any damage or shortage within 72 hours of Buyer's receipt of the goods. Failure of Buyer to so notify Supplier shall be understood to mean that the goods ordered by and/or delivered to Buyer are conforming to Buyer's purchase order and satisfy all applicable conditions and terms of sale and applicable warranties, express or implied.

**Paragraph 6 - Property Transfer , Risk Transfer:** Title to the Goods shall not pass to the Buyer until Supplier has received payment in full for all goods ordered by and delivered to the Buyer. The risk in the goods will pass to the Buyer at the time of shipment from Supplier's premises so that said goods will be at the Buyer's risk during transit and delivery.

Supplier reserves the right to repossess any goods ordered by and/or delivered to the Buyer to which Supplier retains title (and thereafter to resell the same) if payment for the goods is overdue or if a resolution is passed or an order is made for the winding up of the Buyer's business or a receiver, administrative receiver or administrator is appointed in respect of the Buyer or any of its assets or the Buyer becomes bankrupt or the Supplier reasonably apprehended that any of the above is about to occur. The Buyer grants and conveys to the Supplier and Supplier retains a security interest in the goods and shall be a secured creditor pursuant to the Commercial Code and or other applicable law for all purposes necessary to obtain payment in full from Buyer. Buyer grants an irrevocable right and license to the Supplier, its employees and agents to enter upon any and all of Buyer's premises with or without vehicles during normal business hours for the purpose of exercising this right. This right shall continue notwithstanding the terminations of the contract between Supplier and Buyer for any reason and is without prejudice to Supplier's other rights. Any expense incurred by Supplier in repossessing and/or reselling the goods shall be borne by the Buyer.

**Paragraph 7 – Limitation of Liability, Warranty, Force Majeure, Responsibility of Supplier:** In no event shall Supplier be liable to Buyer under any legal theory whatsoever, regardless of whether said legal theory is or could be pleaded or alleged or is or could be cognizable in tort, negligence, contract, warranty, or otherwise, for any loss of profits, consequential damages, or other economic loss, including but not limited to such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) costs of capital, (iv) costs or losses related to downtime, (v) manual labor costs, or (vi) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to Buyer's purchases of goods from Supplier, including losses resulting from your general or particular requirements or needs, whether or not Supplier, at time of contracting, knew or reasonably had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented and/or mitigated by you. Supplier's liability to Buyer shall be limited to the purchase price of any nonconforming goods ordered by and/or delivered to Buyer. Supplier will not be responsible for any delay or failure in carrying out obligations under these Terms of Sale in case of any compelling and unforeseeable external event happening as defined in Article 1148 of the French Code Civil, notably in the event of war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, lock-outs, interruption of energy power, strikes or other labour disputes (whether or not relating to Supplier's workforce), or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials, Supplier's performance of its obligations hereunder shall be postponed for the period of time that the circumstances continue. In case of Force Majeure, no compensation will be requested to the Supplier in case of direct or indirect damages for the Buyer, that are linked to the non-compliance by Supplier of related obligations as in the order. Supplier warrants that the goods ordered by and/or delivered to Buyer are free of any latent defect due to a material, manufacture, or design defect that would make these goods unsuitable. Supplier's warranty is limited to the substitution of conforming goods for nonconforming goods if Buyer notifies Supplier as specified herein. Said warranty is not applicable in case of Buyer's wrongful and/or children's wear trade industry inappropriate use, neglect or defective maintenance of the goods ordered by and/or delivered to Buyer.

**Paragraph 8 – Intellectual Property:** Sol de Mayo® is a registered trademark that belongs to the Supplier, registered under the following number: 012472866. It is prohibited by applicable law to use the brand «Sol de Mayo» for goods other than those of the Supplier, or in any possible manner that would generate confusion amongst potential buyers, or in any possible manner that would denigrate or bring the Supplier into disrepute.

**Paragraph 9 – Severability:** If a court of competent jurisdiction finds any provision of these Terms of Sale to be invalid or unenforceable, the remaining provisions of the Terms of Sale will remain in full force and effect.

**Paragraph 10 – Waiver:** If Supplier does not exercise any of the rights or remedies herein or does not insist upon Buyer's strict performance of any of Buyer's obligations herein, Supplier's actions shall not constitute a waiver of any such rights or remedies and will not relieve Buyer from full compliance with Buyer's obligations. No waiver by Supplier of any Terms of Sale will be effective unless said waiver is expressly stated to be a waiver and is so communicated to Buyer writing.

**Paragraph 11 – Assignment of Jurisdiction and Law in Force:** ANY BREACH OF AGREEMENT TAKING PLACE BETWEEN THE SUPPLIER AND THEIR BUYER RELATING TO ITS VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, THEIR CONSEQUENCES AND THEIR RESULTS WILL BE SUBMITTED TO THE FRENCH LAW AND TO THE COURT OF NANCY (FRANCE).