



TERMS AND CONDITIONS OF SALE - PROFESSIONALS (PRODUCTS)
SAS "PAMS PORT ALBRET MULTI SERVICES"

ARTICLE 1 - Scope of Application

These terms and conditions of sale constitute the sole basis of the commercial relationship between the parties in accordance with Article L.441-1 of the French Commercial Code.

Their purpose is to define the conditions under which the company "PORT ALBRET MULTI SERVICES (PAMS)" ("The Supplier") supplies to professional Buyers ("The Buyers or the Buyer") who request them, via the Supplier's website, direct contact or via paper support, the following products: machines, equipment and industrial-grade equipment, intended for beach cleaning ("The Products"). They apply without restriction or reservation to all sales concluded by the Supplier with Buyers of the same category, regardless of the clauses that may appear on the Buyer's documents and in particular its Terms and Conditions of Purchase.

In accordance with current regulations, these Terms and Conditions of Sale are systematically communicated to any Buyer who requests them and enable him to place an order with the Supplier. They are also communicated to any distributor (excluding wholesaler) prior to the conclusion of a single agreement referred to in Articles L.441-3 et seq. of the French Commercial Code, within the legal deadlines. Any order for Products implies the Buyer's acceptance of these Terms and Conditions of Sale. The information appearing in the Supplier's catalogs, brochures, and price lists is provided for information purposes and is subject to change at any time. The Supplier is entitled to make any modifications it deems useful. These Terms and Conditions of Sale are communicated without delay to any Buyer who requests them.

Category-Specific Terms and Conditions of Sale

The Supplier may also be required to establish category-specific Terms and Conditions of Sale that deviate from these Terms and Conditions of Sale, depending on the type of customer in question, as determined by objective criteria. In this case, the Category-Specific Terms and Conditions of Sale apply to all operators meeting these criteria.

Special Terms and Conditions of Sale

In accordance with current regulations, the Supplier reserves the right to deviate from certain provisions of these Terms and Conditions of Sale, depending on negotiations with the Buyer, by establishing Special Terms and Conditions of Sale recorded in a quotation, purchase order, or any other written document.

ARTICLE 2 - Orders - Prices

Article 2-1

Sales are finalized only after the Supplier has expressly accepted the Buyer's order in writing; in doing so, the Supplier shall verify the availability of the requested products, as evidenced by an order confirmation sent by email from the Supplier. Orders must be confirmed in writing through a purchase order or a quotation duly signed by the Buyer. The Supplier provides electronic ordering tools (including order acceptance and confirmation) allowing the Buyer to order products with the greatest convenience and speed. Receipt and acceptance of the order are confirmed by email. The data recorded in the Supplier's IT system constitutes proof of all transactions concluded with the Buyer.

Article 2-2

Any changes requested by the Buyer may be accommodated, subject to the Supplier's capabilities and at its sole discretion, only if they are notified in writing at least 30 days prior to the scheduled delivery date of the ordered Products, following the Buyer's signature of a specific purchase order and any necessary price adjustment.

Article 2-3

Order Cancellation with Down Payment

If the Buyer cancels the order more than 10 days after placing the order, for any reason other than force majeure, the down payment made at the time of the order, as defined in Section 4 "Deliveries" of these Terms and Conditions of Sale, shall be automatically forfeited to the Supplier and shall not give rise to any refund.

Order Cancellation without Down Payment

If the Buyer cancels the order more than 10 days after placing the order, for any reason other than force majeure, the Supplier will then invoice the Buyer an amount of 20% exc. tax of the total order as damages to compensate for the loss thereby incurred.

Article 2-4

Products are supplied at the Supplier's rates in effect on the date the order is placed and, where applicable, in the specific commercial proposal sent to the Buyer. These rates are firm and non-negotiable during their period of validity, as indicated by the Supplier. These prices are net and ex-tax, ex-works, with packaging extra. They do not include transportation, nor any customs duties and insurance, which remain the responsibility of the Buyer. Special pricing terms may apply depending on the specific requirements requested by the Buyer, particularly regarding delivery terms and deadlines, or payment terms and conditions. A specific commercial offer will then be sent to the Buyer by the Supplier.

ARTICLE 3 - Payment Terms

Article 3-1: Payment Due Date

The Buyer is required to pay the price to the Supplier within the following timeframes:

- In mainland France (public markets): the price is payable in full and in a single payment within 30 days of the Products' delivery. This deadline will be indicated on the invoice sent to the Buyer.
- In mainland France (excluding public markets): a first 20% down payment of the excl-tax amount of the order is required on the day the order is placed. A second 30% down payment of the excl-tax amount of the order is required on the Products delivery day. The balance of the price is payable within 30 days from the delivery of the Products.
- For export outside France (unless the Buyer uses an export letter of credit): a 50% down payment of the excl-tax amount of the order is required on the day the order is placed. The balance of the price is payable within 30 days from the delivery of the Products.

Article 3-2: Payment Methods

The following payment methods are available to the Buyer:

- Bank transfer
- Cheque, for any order under 10,000 € excl-tax
- Bank's draft, for any order equal to or exceeding €10,000 ex-tax
- Export documentary credit, for any order involving an exportation product delivery outside the territory of mainland France, for the payment of all or the balance of the price.

In case of payment by cheque or bank's draft, it must be issued by a bank domiciled in mainland France or Monaco. The cheque will be cashed immediately. Payments made by the Buyer will not be considered final until the Supplier has actually received the amounts due.



Article 3-3: Late Payment

In the event of late payment by the Buyer of the amounts due beyond the payment due dates indicated on the invoices sent to the Buyer, as mentioned in this Article 3 above. Late payment penalties are calculated at a fixed rate of 20% of the outstanding excl-tax amount appearing on the said invoices and will be automatically and as of right be due to the Supplier, without any formality or prior notice. If the interest rate set herein exceeds the maximum interest rate permitted by law for late payments, it shall be replaced by the maximum interest rate permitted by law. If the interest rate set herein is lower than the minimum interest rate permitted by law for late payment, it will be replaced by the minimum interest rate permitted by law. The late payment penalties owed by the Buyer are calculated using the following formula: Late payment penalty amount = amount due (excl.tax) × interest rate × number of days late / 365. Finally, a 40 euros flat-rate indemnity for recovery costs will be automatically due without prior notice to the Buyer for each late payment. The Supplier reserves the right to ask the Buyer for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

Article 3-4: Suspension of Obligations

If the Buyer fails to comply with the payment terms set above, particularly for late payment, the Supplier reserves the right to suspend the performance of its obligations to the Buyer, including suspending or canceling the delivery of the Buyer's pending orders, in accordance with Article 9, "Exemption from Performance".

Article 3-5: Offset of Obligations

Unless the Supplier has given its express, prior, and written consent, and provided that the mutual claims and debts are certain, and due, no set-off may validly be made between any penalties for late delivery or non-conformity of the products ordered by the Buyer, on the one hand, and the outstanding amounts due by the Buyer to the Supplier for the purchase of said products, on the other hand.

Article 3-6: Retention of Title Clause

The Supplier reserves a right of ownership over the products sold, entitling it to recover possession of said products until full payment of the price by the Buyer. Any down payment made by the Buyer will be retained by the Supplier as lump-sum compensation, without prejudice to any other actions it may be entitled to take against the Buyer. However, the risk of loss and damage of the products will be transferred to the Buyer upon delivery of the ordered products.

Article 3-7: Discount

The Supplier will not grant any discount for early payment prior to the payment due dates set forth in these Terms and Conditions of Sale.

ARTICLE 4 - Deliveries

The Products purchased by the Buyer will be delivered within the maximum time frame specified below, starting from the Supplier's receipt of the corresponding purchase order duly signed and the down payment due on that date, if applicable, paid. The maximum delivery time is, depending on the destination:

- Mainland France and Spain:
 - Product in stock: 6 weeks
 - Product out of stock: 12 weeks
- Any other destination: 4 months

Special Sales Conditions may set a different maximum delivery time. This deadline is not a strict deadline, and the Supplier shall not be held liable to the Buyer in the event of a delivery delay not exceeding 30 days. In case of a delay exceeding 30 days, the Buyer may request the cancellation of the sale. Any down payments already made will then be refunded by the Supplier. The Supplier cannot be held liable for any delay or suspension of delivery attributable to the Buyer or due to force majeure. Delivery will be made:

- In mainland France: o the delivery address specified by the Buyer at the time of ordering, or to the Buyer's address if applicable.
- For international export: to the freight zone address of the arrival seaport chosen by the Buyer at the time of placing the order, or the closest seaport to the Buyer's address if applicable.

The products are shipped at the Supplier's risk until they reach the delivery location. Once the order has been placed, the products may only be delivered or handed over at the location specified by the Buyer at the time of ordering. If the Buyer has specific requests regarding the packaging or shipping conditions for the ordered products, once the Supplier will have accepted in writing this specific request, the associated costs will be invoiced separately.

Apparent Condition and Conformity upon Delivery

The Buyer is required to check the apparent condition of the products upon delivery. The Buyer must document any reservations in writing and attach all relevant evidence necessary for their assessment. Unless the Buyer expressly raises reservations at the time of delivery, the Products delivered by the Supplier shall be deemed to conform in quantity and quality to the order. The Buyer will have a period of 48 hours from the delivery and receipt of the ordered products to issue and notify the Supplier in writing such reservations.

Functionality and Conformity for Use

The Buyer is required to check the functionality of the products upon use. The Buyer must document any reservations in writing and attach all relevant evidence necessary for their assessment. Unless the Buyer expressly raises reservations upon use, the Products delivered by the Supplier shall be deemed to conform to the order and to be functional. The Buyer will have a period of 30 days from the delivery and receipt of the ordered products to issue and notify such reservations in writing to the Supplier. No claim may be validly accepted if the Buyer fails to comply with these formalities. The Supplier will replace as soon as possible and at its own expense the delivered products for which the Buyer has duly proven a lack of conformity.

ARTICLE 5 - Transfer of Ownership - Transfer of Risks

Transfer of Ownership

Ownership of the products is transferred to the Buyer when the Buyer has paid the full purchase price, regardless of the delivery date of said products.

Transfer of Risks

The risk of loss or damage to the products is transferred to the Buyer upon delivery and acceptance of said products, regardless of the transfer of title, and irrespective of the date and payment of the order. The Buyer therefore undertakes to insure, at its own expense, the ordered products for the benefit of the Supplier, with appropriate insurance coverage until the full transfer of ownership and to provide proof thereof to the Supplier upon delivery. Failing this, the Supplier shall be entitled to suspend or delay delivery until the Buyer provides such proof.



ARTICLE 6 - Supplier's Liability - Warranty

The products delivered by the Supplier are covered by a one-year warranty, effective from the date of delivery, covering non-conformity of the products with the order and any latent defects, resulting from a material, design, or manufacturing defect affecting the delivered products and making them unsuitable for use. The warranty is an integral part of the product sold by the Supplier. The product may not be sold or resold in an altered, modified, or transformed state. This warranty is limited to the replacement or refund of products that are non-compliant or defective. No warranty applies in the event of misuse, negligence, or lack of maintenance on the part of the Buyer, or in the event of normal wear and tear of the product or force majeure. In order to assert their rights, the Buyer must, under penalty of forfeiting any related claims, notify the Supplier in writing of the existence of defects within a maximum of 30 days from the date of their discovery. The Supplier will replace or repair any products or parts covered by the warranty that are found to be defective. This warranty also covers labor costs. This warranty also covers labor costs. Replacing defective products or parts will not extend the duration of the warranty set forth above. Finally, the warranty does not apply if the products have been used improperly or under conditions other than those for which they were manufactured, particularly if the instructions in the user manual have not been followed. It also does not apply in cases of damage or accidents resulting from impact, a fall, negligence, lack of supervision or maintenance, or in the event of modification of the product.

ARTICLE 7 – Unforeseeable Circumstances

Adjustment of Risks Related to Unforeseeable Circumstances

The Parties have agreed, pursuant to the provisions of Article 1195 of the French Civil Code regarding unforeseeable events, that any change in circumstances of any kind, not attributable to the Supplier, occurring between the conclusion and the performance of the transaction for the sale of the Supplier's Products to the Buyer subject to these General Terms and Conditions of Sale, resulting, and without this list being exhaustive, from legislative changes, natural disasters, climatic or health-related events, war, economic or financial crises, and which would result in an increase in the Supplier's combined production and delivery costs of more than 50% of their excl-tax amount in effect on the date of the Buyer's order, shall automatically trigger a revision of the contract's excl-tax price for the Buyer, which shall be increased by 50% of the amount of the cost increase incurred by the Supplier, in order to share the burden of risk and preserve the overall economic balance of the contract. Example: on the day of the order, the Supplier's current costs amount to 20,000 euros excl-tax, and the price for the Buyer is 30,000 euros excl-tax. Between the day of the order and the delivery of the products, an unforeseeable event causes an increase in the Supplier's costs of 12,000 euros, bringing them to 32,000 euros excl-tax. The price for the Buyer is thus increased by 6,000 euros and now amounts to 36,000 euros excl-tax. In such cases, the Supplier must prepare a written statement of its production costs, highlighting the increase that gives rise to the contract price adjustment, and notify the Buyer in writing, attaching the necessary supporting documents. The Supplier shall have 30 days from the date of such notification to prepare and provide the Buyer with an amendment to the contract formalizing the price adjustment, and new invoices, if applicable. If a change in circumstances disrupting the economy of the contract would fall outside the scope of the clauses governing risks related to unforeseeable events, the Parties waive their right to invoke the provisions of Article 1195 of the French Civil Code and agree to fulfill their mutual obligations. The provisions governing the management of risks related to unforeseeable events set forth above do not preclude the Parties from agreeing otherwise under the Special Terms and Conditions of Sale or through a mutual agreement between them to amend the contract in accordance with specific terms and conditions to be determined by them.

ARTICLE 8 - Specific Performance

By derogation from the provisions of Article 1221 of the Civil Code, the Parties agree that in the event of a breach by either Party of its obligations, the Party suffering the default cannot demand specific performance. However, the Party suffering the default may, in the event of non-performance of any of the obligations incumbent upon the other Party, request the termination of their contract according to the terms defined in Article 11 "Termination of the contract" for sufficiently serious non-performance, and implement any other sanction for non-performance available to it under the law or the general or special conditions of their contract.

ARTICLE 9 - Exception of Non-Performance

It is noted that, pursuant to Article 1219 of the Civil Code, either Party may refuse to perform its obligation, even if it is due and payable, if the other Party fails to perform its own obligation and if such failure is sufficiently serious, in example, likely to call into question the continuation of the contract or to fundamentally disrupt its economic balance. The suspension of performance will take effect immediately upon receipt by the defaulting Party of the notification of breach sent to it by the Party suffering the default, indicating the intention to apply the exception of non-performance as long as the defaulting Party has not remedied the identified breach, sent by registered letter with acknowledgment of receipt or any other durable written medium allowing proof of dispatch. Notwithstanding the implementation of the exception of non-performance, the contract may be terminated according to the terms defined in Article 11 "Termination of the contract" for non-performance of an obligation. The defense of non-performance may also be raised as a preventive measure, in accordance with the provisions of Article 1220 of the French Civil Code, if one of the Parties will not perform its obligations by the due date and that the consequences of such non-performance are sufficiently serious for the Party affected by the breach. This option is exercised at the sole risk of the Party taking the initiative. The suspension of performance will take effect immediately, upon receipt by the Party alleged to be in default of the notice of intent to invoke the preventive exception of non-performance, and shall remain in effect until the Party alleged to be in default performs the obligation for which a future breach is evident, served by registered letter with acknowledgment of receipt or by any other durable written medium allowing proof of dispatch.

ARTICLE 10 - Force Majeure

The Parties shall not be held liable if the failure to perform or the delay in performing any of their obligations results from a force majeure event as defined in Article 1218 of the French Civil Code, beyond the control of or not attributable to the Parties. By express agreement, the following are likely to constitute cases of force majeure, without this enumeration being limitative: legislative changes, natural, climatic or health hazards, war situations. The Party that is prevented from performing its obligation must immediately inform the other Party and justify it in writing. The obligation suffering from the case of force majeure, and the reciprocal obligation if it is not yet executed, are suspended for the entire duration of the force majeure if it is temporary. As soon as the case of force majeure disappears, the Parties will make all efforts to resume the normal execution of their contractual obligations as quickly as possible. To this end, the Party affected shall promptly notify the other Party in writing of the resumption of its obligations. Under no circumstances shall the suspension of obligations give rise to liability for non-performance of the obligation in question, nor shall it result in the payment of damages or late fees. During this suspension, the Parties agree that the costs generated by the situation will be shared equally. If the impediment is permanent or exceeds a period of 3 months, the contract may be terminated according to the terms defined in Article 11 "Termination of the contract" for force majeure, unless the Parties agree to maintain their contract under the conditions they have determined.



ARTICLE 11 - Termination of the Contract

Termination for Force Majeure

A Party may terminate the contract due to force majeure, in accordance with Article 10 hereof, by notifying the other Party via registered letter with acknowledgment of receipt or any extrajudicial act, which will take effect 15 days after receipt of this notification.

Termination for Non-Performance of an Obligation

In the event of a breach, even partial, by either party of any of its essential obligations—namely, the delivery of products by the Supplier and payment of the price by the Buyer—except in cases of force majeure or the invocation of the defense of non-performance, the Party affected by the breach may terminate the contract, through a prior formal notice to perform sent to the defaulting Party by registered letter with acknowledgment of receipt or any extrajudicial document, stating the intention to invoke this termination clause. Should this formal notice remain unsuccessful in whole or in part, 30 days after its receipt, the contract will be terminated automatically without further formality.

Common Provisions for Termination Cases

Performance exchanged between the Parties that has been fully compensated and has served its purpose, from the conclusion of the contract until its termination, shall not give rise to restitution. Performances that have been exchanged but which would not have received their full consideration before the termination of the contract will give rise to restitution. The costs incurred by the termination and inherent to it will be shared equally between the Parties, unless the termination is based on a breach attributable to a Party of one of its obligations, in which case the costs will be borne in full by the defaulting Party. In any event, the aggrieved Party may seek damages in court.

ARTICLE 12 - Intellectual Property

The Supplier retains all industrial and intellectual property rights relating to the products, photos, and technical documentation, which cannot be communicated or executed without its written authorization.

ARTICLE 13 - Disputes

Amicable Resolution of Disputes

In order to jointly resolve any dispute that may arise in the performance of their contract, the Supplier and the Buyer agree to meet within 15 days from the receipt of a registered letter with acknowledgment of receipt, notified by one party to the other. This attempt at an amicable settlement is a mandatory prerequisite for either Party to bring legal action. Any legal action brought in violation of this clause shall be deemed inadmissible. However, if, after a period of 30 days from the receipt of said notification, the Parties are unable to reach an agreement on a compromise or a solution, the dispute may then be resolved through the courts.

Judicial Resolution of Disputes

arising out of or in connection with these Terms and any agreements resulting therefrom—including those concerning their validity, interpretation, performance, termination, consequences, and effects—which could not be validly resolved amicably by the Parties, will be submitted to the competent courts under general law conditions.

Jurisdiction

All disputes referred to in the preceding paragraph will be submitted to the French courts, including those involving an international element.

Appointment of an Expert

In the event of any dispute or difference of interpretation regarding the performance or termination of this contract, the Parties agree to appoint, by mutual agreement, a court-approved expert with jurisdiction and expertise corresponding to the subject matter of the dispute. If, after a period of 15 days, the Parties are unable to agree on the choice of the expert, he will then be appointed by the competent court ruling in summary proceedings or upon request, at the request of the party that first acts. The expert will have a period of 90 days after his appointment to carry out his missions and submit to each of the Parties a report on the various aspects of the dispute falling within his competence and submitted to his expertise. The costs and fees of this expert will be shared equally between the Parties. In the absence of an agreed allocation between the Parties, the costs and fees shall be definitively and fully borne by the losing Party, regardless of any other considerations.

ARTICLE 14 - Applicable Law - Language of the Contract

These General Terms and Conditions of Sale and the operations resulting therefrom are governed by French law. They are written in French. If they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 15 - Personal Data

Personal data collected from Buyers is subject to computer processing carried out by the Supplier. It is recorded in its customer file and is essential for processing orders. This information and personal data are also kept for security purposes, to comply with legal and regulatory obligations. They will be retained for as long as necessary to fulfill orders and any applicable warranties. The data controller is the Supplier. Access to personal data will be strictly limited to employees of the data controller, authorized to process it due to their functions. The information collected may be disclosed to third parties contractually bound to the company for the performance of subcontracted tasks, without the Buyer's authorization being required. In the context of the performance of their services, third parties only have limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on personal data protection. Apart from the cases listed above, the Supplier will not sell, rent, transfer, or grant access to third parties to the data without the Buyer's prior consent, unless compelled to do so for a legitimate reason.

If the data is to be transferred outside the EU, the Buyer will be informed and the safeguards taken to secure the data (for example, the external service provider's adherence to the "Privacy Shield," adoption of standard data protection clauses approved by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified. In accordance with applicable regulations, the Buyer has the right to access, rectify, erase, and transfer data, as well as the right to object to processing for legitimate reasons by contacting the data controller at the following email address: contact@canicas.fr. In case of a complaint, the Buyer can submit a complaint to the French National Commission for Information Technology and Civil Liberties (CNIL).

ARTICLE 16 - Acceptance of The Terms and Conditions of Sale

These Terms and Conditions of Sale are expressly approved and accepted by the Buyer, who declares and acknowledges that they are fully aware of them, and therefore waives the right to invoke any contradictory document, including their own general terms and conditions of purchase.

Date:

Customer signature: