

## GENERAL TERMS AND CONDITIONS – VEHICLE TRANSPORT BY TRUCK

### **Article 1 – Purpose and scope**

These General Terms and Conditions (the “**Terms and Conditions**”) are intended to define the terms and conditions under which MOUTTEC TRANSPORT, a French *société à responsabilité limitée*, with a share capital of EUR 50,000, whose registered office is located at 769, chemin Joseph Roumanille, 13320 Bouc-Bel-Air, France, registered under number 993 650 118 R.C.S. Marseille (the “**Carrier**”), (i) provides vehicle transport services by truck and/or (ii) provides freight forwarding services, on behalf of its professional or individual clients (the “**Client**”).

In its capacity as a Carrier, the Carrier personally performs the transport of vehicles using its own means.

In its capacity as a Freight Forwarder, the Carrier organises, in its own name and under its responsibility, the transport entrusted by the Client, and may have all or part of such transport carried out by one or more Subcontracted Carriers freely chosen by it.

Any order for services implies the Client’s full and unconditional acceptance of these Terms and Conditions, to the exclusion of any other document.

### **Article 2 – Acceptance and Formation of the Contract**

The contract is formed upon acceptance of a quotation, purchase order, transport order or any written instruction given to the Carrier.

Any order, accepted quotation or instruction given to the Carrier, by any means whatsoever, constitutes full and unconditional acceptance of these Terms and Conditions, which shall prevail over any general or specific terms of the Client, unless expressly agreed otherwise in writing by the Carrier.

These Terms and Conditions apply primarily to business-to-business relationships (B2B). However, certain provisions also apply where the Client qualifies as a consumer under applicable consumer law.

The Client acknowledges having full legal capacity to contract and being either the owner of the entrusted vehicle or duly authorised by its owner.

The order must specify the identity of the party responsible for payment. Failing such specification, the Client shall be deemed the debtor of all sums due.

### **Article 3 – Nature of Services – Applicable Regulations**

Depending on the circumstances, the services provided shall fall under (i) public road transport of vehicles governed by French Decree No. 2001-658 of 19 July 2001, as amended (the “standard transport contract”); or (ii) freight forwarding services within the meaning of the French *Code des Transports*.

In all cases, the Client remains solely responsible for the accuracy, completeness and compliance of the information provided to the Carrier.

The Carrier’s liability is limited to the cases and conditions expressly provided for by applicable laws and regulations.

The Carrier shall not be held liable for any damage, loss, deterioration or delay resulting in particular from:

- inherent defect of the vehicle;
- mechanical, electronic or structural condition of the vehicle;
- inaccurate or incomplete information provided by the Client;
- a Force Majeure Event within the meaning of Article 1218 of the French *Code civil*.

### **Article 4 – Pre-contractual Information and Client Obligations**

The Client shall provide, prior to performance, all information necessary for the proper execution of the services, including: pickup and delivery locations; access constraints; vehicle identification; vehicle condition; contact details of on-site representatives.

The Client guarantees the accuracy and completeness of such information.

In case of inaccurate or incomplete information, the Carrier may suspend or adjust the service without liability.

### **Article 5 – Freight Forwarding – Subcontracting**

When acting as a Freight Forwarder, the Carrier shall have full discretion in organising the transport, including the choice of transport modes, routes, indicative timeframes, and the selection of its Subcontracted Carriers.

The Carrier shall remain responsible vis-à-vis the Client for the proper performance of the freight forwarding operation, within the limits set forth in these Terms and Conditions.

Unless otherwise agreed in writing, the Client may not impose on the Carrier any specific Subcontracted Carrier, mode of transport or route.

The Carrier may freely subcontract all or part of the services, without such subcontracting constituting a modification of the contract, and without its liability being incurred solely by reason of the use of a Subcontracted Carrier.

### **Article 6 – Liability regime**

The Carrier shall under no circumstances be held liable for any damage, loss, deterioration or delay resulting in particular from the inherent defect of the transported vehicle, its mechanical, electronic, structural condition or wear and tear, from inaccurate, incomplete or late information provided by the Client, or from a Force Majeure Event within the meaning of Article 1218 of the French *Code civil*.

Where a Subcontracted Carrier is engaged in the context of a freight forwarding operation, any compensation that may be due by the Carrier to the Client shall, except in cases of willful misconduct or gross negligence, be limited to the liability caps applicable to such Subcontracted Carrier under the relevant transport contract, or failing that, to the caps set out in these Terms and Conditions. It is specified that the caps set out, in particular, in Article 14 of these Terms and Conditions apply only to transport operations performed directly by the Carrier, without prejudice to the liability caps applicable to Subcontracted Carriers in freight forwarding operations.

The contractual relationship between the Carrier and the Client shall be strictly governed by the provisions of the standard contract applicable to the public road transport of rolling vehicles, as set out in French Decree No. 2001-658 dated 19 July 2001, as amended, which applies by operation of law to these Terms and Conditions.

The Carrier’s liability is limited to the cases and conditions expressly provided for by such standard contract and by the applicable laws and regulations.

The provisions of the standard contract applicable to the public road transport of rolling vehicles shall apply only to transport services performed directly by the Carrier, to the exclusion of freight forwarding operations.

### **Article 7 – Conditions for Acceptance of Vehicles**

Vehicles entrusted to the Carrier must be in an apparent condition compatible with transport by truck, properly identified and strictly empty of any objects, goods, documents or personal belongings.

The Client warrants that the vehicle complies with applicable regulations and does not present any risk for transport, persons or property.

Vehicles must have the necessary levels of fluids (oil, water, fuel, coolant, antifreeze during winter periods). The Carrier shall not be liable for any breakdown, incident or mechanical or electronic damage resulting directly or indirectly from insufficient levels.

Non-running, damaged, modified vehicles or vehicles presenting specific characteristics must be expressly declared at the time of the order. Failing such declaration, the Carrier reserves the right either to refuse acceptance or to charge any additional costs incurred, without its liability being engaged.

### **Article 8 – Timeframes – Delivery – Reservations**

Departure, transport and delivery timeframes provided by the Carrier are given for indicative purposes only and shall not constitute any contractual commitment.

No delay, whatever its cause, shall give rise to cancellation of the order, penalties, price reduction or compensation, except in the case of proven gross negligence of the Carrier.

Delivery shall be deemed completed upon making the vehicle available at the agreed location.

Any claim relating to loss, damage or apparent or non-apparent deterioration must:

- be subject to written, precise, detailed and adversarial reservations entered on the transport document at the time of delivery (it being specified that such reservations may be made in electronic form); and
- be confirmed by registered letter with acknowledgment of receipt within a strict period of forty-eight (48) hours.

Failing strict compliance with these formalities and deadlines, any claim or action for compensation shall be definitively inadmissible.

### **Article 9 – Price – Payment Terms**

The prices of the services are expressed in euros excluding taxes and do not include additional services or costs not provided for at the time of the order.

Unless expressly agreed otherwise, services are payable in full upon order. The Carrier reserves the right to suspend or refuse acceptance in case of non-payment, without incurring any liability. No discount shall be granted for early payment.

Any delay in payment shall automatically and without prior notice result in:

- the application of late payment penalties calculated on the basis of the ECB refinancing rate plus ten (10) points;
- the immediate payment of all sums due, including those relating to ongoing services;
- the payment of a fixed indemnity of forty (40) euros for recovery costs, without prejudice to additional compensation if the costs incurred exceed this amount.

### **Article 10 – Payment Guarantee for Transport Price (Gayssot Law – Article L. 132-8 of the French Code de commerce)**

In accordance with Article L. 132-8 of the French *Code de commerce* (the “Gayssot Law”), the Client guarantees payment of the transport price, including where payment has been entrusted to a third party, even if the Client is not the direct contractual debtor of the sums owed to the Carrier.

Accordingly, the Carrier is expressly entitled to claim payment of the transport price, including principal, interest and ancillary costs, from any party having the status, in particular, of ordering party, consignor, freight forwarder, and/or where applicable, consignee, without such parties being entitled to rely on the existence of a separate contract, an intermediary, a payment mandate or any internal arrangement having the effect of deferring or preventing payment.

This payment guarantee being a matter of public policy, any contrary provision shall be deemed unwritten.

### **Article 11 – Penalty Clause – Debt Recovery**

In the event of amicable or judicial recovery of outstanding sums, following a formal notice that has remained ineffective, the unpaid amounts shall be automatically increased by a fixed indemnity equal to twenty percent (20%) of the amount excluding taxes, with a minimum of forty (40) euros.

The Client shall also bear all costs incurred by the Carrier for recovery, including legal fees, bailiff costs and court fees, without prejudice to the application of Article 700 of the French *Code de procédure civile* where applicable.

### **Article 12 – Force majeure**

The Carrier shall not be held liable for any delay, non-performance or improper performance resulting from a Force Majeure Event within the meaning of Article 1218 of the French Civil Code. Force Majeure Events shall include, without limitation: strikes, labour disputes, adverse weather conditions, snow, ice, floods, natural disasters, fires, landslides, traffic accidents, technical breakdowns, traffic restrictions, or governmental or administrative decisions.

In the event of definitive Force Majeure, the Carrier shall retain the right to payment for the portion of the services already performed, as well as reimbursement of costs incurred.

### **Article 13 – Limitation and Exclusion of Liability**

The Carrier’s liability is strictly limited to direct material damage caused to the transported vehicle for which it is legally responsible.

The following are expressly excluded:

- indirect or consequential damages, including loss of profits, financial loss, commercial or reputational damage;
- minor scratches or impacts measuring less than two (2) centimetres;
- damage affecting wheels, tyres, underbody, roof, antennas and external accessories;
- damage resulting from weather conditions, road projections or normal wear and tear.

Maximum compensation, for all causes combined, shall be capped at the replacement value excluding taxes as assessed by an expert, within a limit of EUR 150,000.

No additional compensation may be claimed.

The Carrier disclaims all liability for objects, documents or goods left inside the vehicle.

In the context of freight forwarding, any compensation due by the Carrier shall, except in cases of willful misconduct or gross negligence, be limited to the liability caps applicable to the Subcontracted Carrier under the relevant transport contract, or failing that, to the caps set out in these Terms and Conditions.

### **Article 14 – Insurance – Absence of *ad valorem* Coverage**

The vehicle is covered by the Carrier’s professional liability insurance within the limits set out in these Terms and Conditions.

It is the Client’s responsibility, for any vehicle of particular value or exceeding the above-mentioned caps, to subscribe to specific *ad valorem* insurance.

Failing prior written declaration and express acceptance by the Carrier, no compensation exceeding the defined caps may be claimed.

**Article 15 – Limitation Period for Actions**

In accordance with Article L.133-6 of the French *Code de commerce*, all claims arising from the transport contract or freight forwarding contract shall be time-barred after a period of one (1) year, including those brought against the Carrier in its capacity as Carrier or Freight Forwarder. This period shall run, as applicable (i) from the date of delivery of the vehicle; or (ii) in the event of total loss, from the date on which delivery should have taken place; or (iii) for any other action, from the date on which the claimant knew or should have known the facts giving rise to the claim. Any action brought after the expiry of this period shall be declared inadmissible. Where the Client acts as a consumer, this clause shall apply within the limits permitted by mandatory provisions of consumer law.

**Article 16 – Personal Data**

Personal data is processed in accordance with applicable regulations. The Client has rights in accordance with applicable law.

**Article 17 – Provisions Specific to Consumer Clients (B2C)**

Where the Client acts as a consumer within the meaning of consumer law, they benefit from mandatory legal rights that cannot be excluded by these Terms and Conditions. In accordance with Article L. 221-28 of the French *Code de la consommation*, transport services for goods are not subject to a right of withdrawal. In the event of a dispute, the consumer Client is informed of the possibility to have recourse, free of charge, to a consumer mediation scheme in accordance with Articles L.612-1 et seq. of the French *Code de la consommation*. The limitations and exclusions of liability set out in these Terms and Conditions remain fully applicable within the limits permitted by law.

**Article 18 – Governing Law – Jurisdiction**

These Terms and Conditions are governed by French law. For professional Clients, any dispute relating to the validity, interpretation or performance of these Terms and Conditions shall fall within the exclusive jurisdiction of the courts within the jurisdiction of the Aix-en-Provence Court of Appeal, notwithstanding plurality of defendants or third-party proceedings. For consumer Clients, the applicable rules of territorial jurisdiction shall apply.

## 1. Purpose

These General Terms and Conditions of Sale (hereinafter the “**Terms and Conditions**”) are intended to define the terms and conditions under which the company Mouttec, a French *société à responsabilité limitée*, with a share capital of EUR 1,000, having its registered office at 3, avenue de Sainte Euphémie, 13380 Plan de Cuques, registered under number 892 028 382 with the Marseille Trade and Companies Register (R.C.S. Marseille) (hereinafter the “**Service Provider**”), undertakes to provide a vehicle delivery service (hereinafter the “**Service**”) from a departure point (A) to a destination point (B), as requested by a principal (hereinafter the “**Client**”).

## 2. Acceptance of the Terms and Conditions

The Service Provider undertakes to provide the Service to the Client subject to the Client's acceptance of these Terms and Conditions.

The mere return of a signed quotation or a purchase order marked “approved” to the Service Provider shall constitute full and unconditional acceptance of these Terms and Conditions, without reservation, which shall prevail over any differing or conflicting terms of the Client, unless expressly agreed otherwise in writing by the Service Provider.

The Service is exclusively reserved for persons legally capable of entering into contracts under French law.

## 3. Description of the Service

The Service Provider undertakes to perform a vehicle delivery service (hereinafter the “**Vehicle**”) from a departure point (A) to a destination point (B) specified by the Client, driven by a professional driver (hereinafter the “**Driver**”), exclusively by road.

The Service applies to new, used or demonstration vehicles (all types and brands) in France, within the European Union and in Switzerland, in accordance with the regulations in force in the relevant countries.

The Service may only concern operational vehicles, empty of any load unless expressly agreed by the Service Provider, excluding in particular the following vehicles:

- Vehicles fitted with visible additional equipment or accessories (roof box, bicycle rack, etc.);
- Vehicles not equipped with legally required safety equipment (warning triangle and high-visibility vest);
- Electric vehicles not provided with the appropriate charging cable and, where applicable, adapter;
- Vehicles containing hazardous elements;
- Vehicles running exclusively on LPG.

Under no circumstances shall the Service consist in the transport of persons or goods.

The Service is strictly limited to the delivery of the Vehicle between the two locations indicated by the Client at the time of the order (the departure point (A) and the destination point (B)).

The Service may be performed by employees of the Service Provider; however, in order to best meet its obligations, the Client may neither object to nor challenge the use of subcontractors by the Service Provider.

## 4. Obligations of the Service Provider

Upon confirmation of the Client's order, the Service Provider undertakes exclusively to perform the Service from the departure point (A) to the destination point (B) indicated by the Client and, where applicable, to carry out any optional services requested.

Any timeframes provided by the Service Provider are given for indicative purposes only.

## 5. Obligations of the Client

The Client acknowledges that it (i) has the legal capacity to contract for the Services and (ii) holds full and unencumbered ownership of the Vehicle.

The Client shall provide the Service Provider with all information and documents necessary for the proper performance of the Service.

The Client shall inform the Service Provider of any non-apparent characteristics of the Vehicle and any information likely to affect the proper performance of the Service.

The Client undertakes to inform the Service Provider if the Vehicle is not ready, unavailable and/or not in a condition suitable for normal driving, for any reason whatsoever.

The Client undertakes to provide a Vehicle in perfect working order: fully compliant with road regulations and the French *Code de la route*, with a charged battery, fuel level above reserve, in proper operating condition (lighting, filters, tyres, etc.), and accompanied by all mandatory documents (registration certificate, insurance certificate, roadworthiness test certificate and sticker, Crit'Air sticker, and any required safety certificates). The Client shall bear full financial responsibility for any fines resulting from the absence of such documents.

**If the fuel level at pick-up (point A) is at reserve level, a flat fee of EUR 20 (excluding VAT) shall be invoiced to the Client by the Service Provider.**

The Client shall remove or deactivate any toll badge or automatic number plate recognition system to avoid improper charges, for which the Service Provider shall not be liable.

In the event of damage, the Client shall await prior approval from the Service Provider or its insurer before any repair.

The Client shall provide, in particular:

- Exact pick-up location (point A);
- Exact delivery location (point B);
- Contact details of relevant persons;
- Vehicle registration number and/or VIN;
- Desired dates for (i) pick-up and (ii) delivery.

The Client shall ensure that contacts at both locations (departure point (A) and destination point (B)) are present and informed.

Any refusal of the Vehicle at delivery (destination point (B)) or absence of the contact person shall result in all costs (return, storage, etc.) being borne by the Client.

Waiting time of the Driver shall not exceed thirty (30) minutes.

The arrival time being defined as the moment at which the Driver reaches the pick-up address (departure point (A)) and/or the delivery address (destination point (B)) indicated by the Client. Beyond this, the Driver's waiting time shall be invoiced in addition in indivisible thirty (30)-minute increments, on the basis of an hourly rate of forty euros excluding VAT (EUR 40 excl. VAT) per hour, any commenced thirty (30)-minute period being due.

### Loi Montagne – Mandatory Equipment

The Client is informed that specific equipment may be required under French law (Articles L.314-1 and after of the French *Code de la route* (« *Loi Montagne* »)) depending on location and weather conditions.

The Service Provider shall not verify compliance. If the Client chooses to proceed despite non-compliance, the Client assumes full responsibility. All resulting costs (fines, delays, towing, etc.) shall be borne exclusively by the Client.

In the event that the Vehicle is not equipped in accordance with the applicable regulations and the Client nevertheless wishes to maintain the Service with full knowledge of the facts, the Client expressly acknowledges that it shall bear sole responsibility for all associated risks, and that the Service Provider's liability may not be sought on any grounds whatsoever.

Consequently, any immobilisation of the Vehicle, delay, penalty notice, fine, breakdown assistance costs, towing costs, storage costs, accommodation costs, or any other direct or indirect consequence resulting from the absence of the required equipment shall remain exclusively at the Client's expense.

## 6. Orders and cancellation

### 6.1 Quotation request to the Service Provider

The Client may request a quotation via website, telephone or email:

- website: <https://www.mouttec.com/>
- phone number: 06.09.31.44.22
- mail: [contact@mouttec.com](mailto:contact@mouttec.com)

Any order submitted to the Service Provider shall be deemed firm and final. Upon receipt of the Client's written order, the Service Provider shall confirm the possibility of performing the Service under the requested conditions.

Failing this, the Client may either confirm the new conditions proposed or cancel its initial order free of charge.

As long as the order has not been formally validated by the Service Provider, the delivery and/or collection date requested by the Client shall not be binding in any way upon the Service Provider.

It is the responsibility of the Client to specify, at the time of the order:

- the entity to which the Service must be invoiced. In the event of an error by the Client, an invoice may be reissued by the Service Provider upon written request from the Client, subject to payment of an administrative fee of twenty euros excluding VAT (EUR 20 excl. VAT) per invoice. No deferral or refusal of payment shall be accepted on this basis;
- where applicable, the internal purchase order number which the Client wishes to appear on the Service Provider's invoice. In the event of an incorrect or improperly entered number due to the Client, no deferral or refusal of payment shall be accepted.

In the event that the contact details of the contact person(s) at the collection and/or delivery of the Vehicle are inaccurate or missing, and if the contact person(s) provided cannot be reached, the agreed timeframe shall be recalculated from the moment the information has been obtained by the Service Provider.

### 6.2 Cancellation of order

Any cancellation must be notified in writing **no later than 9:00 a.m.** on the business day preceding the scheduled date for performance of the Service. After this deadline, the Service shall be invoiced in full even if it is not performed. The Service Provider shall charge a fixed amount for any cancellation, in order to cover costs incurred in respect of personnel, mobilisation, rescheduling, etc., from the time of written receipt of the cancellation request by email ([contact@mouttec.com](mailto:contact@mouttec.com)) or telephone (+ 33 6.09.31.44.22).

The contract is concluded on the date of signature of the order by the Client and/or its validation, subject to acceptance of such order by the Service Provider.

## 7. Prices and Payment Terms

The price of the Service is determined following the issuance of an estimated quotation by the Service Provider. The price includes:

- fixed set-up costs (personnel, administrative);
- fixed travel and Vehicle pick-up costs by a Driver;
- the cost of delivering the Vehicle from point (A) to point (B);
- the cost of the Driver's return to their home;
- fixed insurance costs for the Driver and the Vehicle;
- motorway and fuel costs where applicable.

Additional items such as oil, coolant, and more generally any products or accessories necessary for the proper functioning and preservation of the Vehicle within the framework of the Service shall remain at the Client's expense and shall be fully re-invoiced.

Any modification to the initially agreed conditions, including any change of Vehicle, route, pick-up location (A), delivery location (B), schedule, and/or any immobilisation of the Vehicle not attributable to the Service Provider, shall result in a revision and/or adjustment of the payment terms of the initial price.

### Pricing options – Fuel:

The Service Provider offers the Client, at the time of ordering, the choice between the following two pricing options:

(1) Fixed all-inclusive package including fuel: this option includes all fuel necessary for the performance of the Service. The agreed price is firm and final and shall not be subject to any revision, regardless of the actual consumption of the Vehicle.

(2) Package excluding fuel: this option does not include fuel. Fuel actually added to the Vehicle during the performance of the Service shall be re-invoiced to the Client based on the actual volume consumed, subject to a separate additional invoice, plus VAT at the applicable rate.

The selected option shall be expressly stated in the quotation and/or order validated by the Client. Failing such indication, the Service Provider reserves the right to apply the fuel-excluded option.

Prices are indicated in euros excluding VAT, to which VAT at the applicable rate shall be added. Prices may be modified at any time, in particular in the event of changes in tax or economic conditions. Price changes shall not entitle the Client to cancel its order.

Invoices are issued in accordance with the price in force on the date of Vehicle pick-up.

The Client shall pay a deposit corresponding to fifty percent (50%) of the total price of the Service. Unless otherwise agreed, the balance shall be payable within thirty (30) calendar days from the date of invoice. The Service Provider shall not be obliged to deliver the Vehicle if the Client has not paid the full price. Payments shall be deemed final only upon actual receipt of the sums due. In addition, the Service Provider reserves the right, in the event of late payment, to suspend or cancel its services.

The Service Provider shall grant no discount for early payment.

Late payment penalties shall apply where sums are not paid by the due date indicated on the invoice, without prejudice to any other rights of the Service Provider.

Such penalties shall be calculated at a rate equal to three (3) times the legal interest rate in force at the time of invoicing.

In addition, a fixed compensation of forty euros (EUR 40) shall be due for recovery costs. In the event of a dispute relating to all or part of an invoice, the Client undertakes to pay the undisputed portion.

Penalties shall be automatically due without prior notice (Article L. 441-6 of the French *Code de commerce*).

Any dispute relating to an invoice must be made within thirty (30) days of receipt, failing which the invoice shall be deemed accepted.

If, during a previous order, the Client failed to comply with its obligations (in particular non-payment or late payment), the Service Provider may refuse to provide services unless adequate guarantees or immediate payment are provided. Payment may be made by any means within the limits of applicable law.

## 8. Personal Data

All personal data held by the Service Provider are collected lawfully and fairly. Such data are provided by the Client, who voluntarily and expressly accepts these Terms and Conditions authorising the Service Provider to process such data. They are stored by the Service Provider for the purpose of processing within the framework of the use of the Services. They are retained for as long as necessary for the performance of the Services.

In accordance with European Regulation 2016/679 of 27 April 2016, in force since 25 May 2018, relating to the *protection des données à caractère personnel (RGPD)*, the Client has a right of access, rectification, erasure or portability of its data, and may choose to restrict their use or object to their processing. The Client may exercise its rights by contacting the data protection officer by post (MOUTTEC, 3 avenue Sainte-Euphémie, 13380 Plan de Cuques / [contact@mouttec.com](mailto:contact@mouttec.com)).

In the event of a complaint, the Client may choose to refer the matter to the French *Commission Nationale de l'Informatique et des Libertés (CNIL)*.

## 9. Liability

The Service Provider is subject to an obligation of result for all stages of order placement, as well as for the stages following the conclusion of the contract.

The Service Provider's liability shall not be incurred in the event of non-performance or improper performance due either to the Client, to a third party, to a case of force majeure, to weather conditions presenting a danger for driving (snow, ice, flooding, etc.), or to a prohibition on circulation. In the event of a non-operational Vehicle or a Vehicle presenting any danger, the Vehicle shall not be taken over by the Service Provider and the Service shall remain fully payable by the Client.

Likewise, no claim shall be accepted for any damage relating to keys or key rings, or any damage which could not reasonably have been detected at the time of taking charge, or which results from normal use of the Vehicle, as well as any mechanical or electronic breakdown.

The Client is required to provide proof of a valid roadworthiness test for the Vehicle and shall consequently be responsible for all damage resulting from the absence of such test.

In this respect, the Service Provider's liability shall not be incurred in the event of refusal of coverage by the insurer, for any damage whatsoever, resulting from the absence of a valid roadworthiness test.

Under no circumstances shall the Service Provider be held liable for the absence of a valid roadworthiness test.

Furthermore and in any event:

- Given the difficulty in detecting damage less than 1 cm in length or diameter (such as superficial scratches, dents or indentations) on the bodywork, and the possibility that such damage may become visible due to changes in weather during transport or upon cleaning of the Vehicle, the Service Provider disclaims all liability in respect of such damage;
- The Service Provider disclaims all liability relating to the wheels and tyres of the Vehicle, the condition of which cannot be verified at the time of taking charge, in particular normal wear, deflation or smooth tread;
- The Service Provider disclaims all liability in the event of loss or damage to any personal items left by the Client in the Vehicle;
- The Service Provider disclaims all liability in the event of damage observed upon return of the Vehicle resulting from weather conditions (rain, temperature variations, storms, etc.) or animals (insects, bird droppings, etc.).

In the event of immobilisation of the Vehicle following a breakdown, accident, etc., no compensation shall be due nor may be claimed by the Client, the recipient or the actual owner of the Vehicle.

The Service Provider's obligation is strictly limited to the Service and any ancillary services ordered (for example cleaning, handover).

The Service Provider shall be liable for any direct material damage caused to the Client's Vehicle. Indirect and/or immaterial damage is expressly excluded. The Service Provider's liability may only be established in the event of gross fault or proven negligence in the performance of its obligations and shall be expressly limited as stated above, to the exclusion of any other damage whatsoever, including loss of business, loss of information and damage caused to third parties.

The Service Provider shall in no event be held liable for delay in performance or cancellation beyond its control resulting from immobilisation of the Vehicle due to a breakdown or accident attributable to the Client.

Repair and towing costs shall be borne by the Client, whatever the cause of the breakdown, unless due to fault of the Service Provider. All reports of offences resulting from poor condition of the Vehicle or non-compliance with road regulations, unless due to driver fault, shall be borne exclusively by the Client.

In the event of proven damage resulting from delay in delivery attributable to the Service Provider, the latter shall be liable to pay compensation which shall not exceed the price of the Service (excluding duties, taxes and miscellaneous costs).

A condition report, in HD video format (hereinafter the "**Report**"), certified, signed, dated and time-stamped, including supporting videos and photographs, specifying the conformity, condition and mileage of the Vehicle at collection and delivery, shall be drawn up jointly between the parties present.

The Report shall in particular make it possible to determine any liability of the Service Provider in the event of damage or fines. The photographs taken by the Service Provider and referred to in the Report shall be binding between the parties in the event of dispute. Accordingly, the Service Provider may validly rely on them as superior evidence. It is expressly agreed that the Report may in no event constitute a handover report. The Client acknowledges and agrees that the Report shall in no event engage the Service Provider's liability for any incident, damage or deterioration occurring after the date, time and minute of the Report, and beyond the mileage recorded therein.

The digital files contained in the Report (photos and videos) shall be made available to the Client upon simple request for a period of three (3) months from the date of the Report.

The fact that the Service Provider has not expressed reservations regarding irregularities or missing information provided by the Client at the time of taking charge shall not prevent it from subsequently invoking such absence or irregularity. In the event of a fine, the Client shall without delay designate the Service Provider as the user of the Vehicle at the time of the offence. The

Service Provider shall not be liable for increased penalties in the event of delay by the Client in submitting its exemption request.

However, in the absence of reservations or claims expressly made by the Client upon return of the Vehicle, the Client shall be deemed to acknowledge that the Vehicle is in a condition consistent with that in which it was prior to its handover.

The Service Provider shall under no circumstances be held liable for fines, penalties or administrative or criminal sanctions arising from non-compliance with regulations applicable to the Vehicle, in particular with regard to mandatory equipment, circulation or weather conditions. Any fine or penalty shall be borne entirely by the Client, who undertakes to carry out all necessary formalities with the competent authorities.

In the event of immobilisation of the Vehicle, for any cause not attributable to the Service Provider, all resulting financial, logistical and operational consequences (delay, cancellation, repatriation, storage, ancillary costs) shall remain exclusively at the Client's expense, without any compensation being claimed from the Service Provider.

## 10. Force majeure

The Service Provider shall not be held liable if the performance of the contract is delayed or prevented due to a case of force majeure or a fortuitous event, due to the other party or a third party, or due to external causes such as social conflicts, intervention by civil or military authorities, natural disasters, fire, water damage, interruption of telecommunications or electrical networks, prohibition on circulation, railway or airport strikes, or any other unforeseeable and irresistible event rendering performance impossible under the conditions set out in Article 1218 of the French *Code civil* and case law.

In the event of definitive impossibility due to force majeure, the Service Provider shall be entitled to the portion of the price corresponding to the part of the Service performed up to its interruption.

## 11. Insurance

The Vehicle delivered by the Service Provider is covered by liability insurance as well as a delivery insurance policy covering circulation, theft, attempted theft, fire and all-accident damage, within the limits of the subscribed amounts. It is expressly agreed that:

- glass breakage and consequences of natural elements (including hail) shall remain at the Client's expense; and
- the Client shall ensure that the delivered Vehicle is registered in the French *Fichier des Véhicules Assurés (FVA)*.

All damage suffered by the Vehicle not attributable to the Service Provider or its representative shall be excluded from insurance coverage or from any compensation by the Service Provider, such as glass breakage or tyre damage following puncture or blowout.

Details of the insurance policies are available from the Service Provider upon request. Any delivered Vehicle is deemed empty, the insurance policy not covering goods, items or accessories present in the Vehicle.

## 12. Assistance

In the event of breakdown or accident, the Service Provider shall first call upon the Client's assistance contract. Where the Vehicle is not covered by valid assistance, the Service Provider may activate its own assistance services:

- breakdown or towing to the nearest repair garage;
- return of the Driver to their home.

A fixed fee of EUR 150 (excluding VAT) shall be invoiced for any assistance case opened following a breakdown or accident not attributable to the Service Provider.

## 13. General Provisions

These Terms and Conditions determine the contractual conditions applicable to the services provided by the Service Provider to its Clients.

The invalidity of a contractual clause shall not entail the invalidity of the Terms and Conditions, except where such clause was a determining and essential condition for one of the parties.

The Service Provider reserves the right to amend these Terms and Conditions, subject to informing each Client in due time.

## 14. Domicile and Governing Law

The parties elect domicile at the addresses indicated in the order form for the Client and at its registered office for the Service Provider.

These Terms and Conditions are governed by French law.

Contractual information on the website is presented in French.

In the event of a dispute relating to the interpretation or performance of their agreements, the parties shall seek an amicable solution prior to any legal action and shall exchange all necessary information for this purpose.

In the event of dispute, the courts of Marseille shall have exclusive jurisdiction.

## **1. Purpose**

These General Terms and Conditions of Sale (hereinafter the “**Terms and Conditions**”) are intended to define the terms and conditions under which the company Mouttec, a french *société à responsabilité limitée*, with a share capital of EUR 1,000, having its registered office at 3, avenue de Sainte Euphémie, 13380 Plan de Cuques, registered under number 892 028 382 R.C.S. Marseille (hereinafter the “**Operator**”), makes parking spaces available to its clients (hereinafter the “**Client**”).

## **2. Scope of application**

These Terms and Conditions applicable between the Operator and the Client. The Client expressly acknowledges and accepts having been informed, prior to the conclusion of the agreement (the “**Agreement**”), in a clear and comprehensible manner, of these Terms and Conditions and of all the information referred to in Articles L.221-5, R.111-1, R.111-2 and R.221-2 of the French *Code de la Consommation*, and declares having read and expressly accepted the Terms and Conditions.

## **3. Performance of the Agreement**

The reservation of one or more parking spaces may be made by telephone with the Operator, directly on site, or by any means of communication.

The reservation shall be deemed firm and final upon written confirmation from the Operator and signature of the Agreement.

The Client expressly acknowledges and agrees that, in the event of performance of the Agreement, in particular by the Operator, the Agreement shall be deemed concluded and effective between the parties, even in the absence of signature thereof by the Client.

Accordingly, within the framework of the performance of the Agreement, even in the absence of signature by the Client, the Client expressly acknowledges and agrees that it (i) has been made aware of these Terms and Conditions and (ii) accepts them without reservation.

## **4. Prices and Payment Terms**

### **4.1 Prices**

The applicable prices are those in force on the date of reservation. They are expressed in euros and exclusive of taxes (VAT excluded). The Operator reserves the right to amend its prices each year, on January 1st, by informing the Client by any means and without prior notice, it being specified that the applicable price shall be that in force at the time the vehicle enters the parking space.

### **4.2 Payment**

Payment may be made by credit card, bank transfer, or any other means of payment accepted by the Operator.

## **5. Conditions of Use of the parking spaces**

The Client undertakes to comply with the parking rules and safety instructions in force within the Site (as defined in the Agreement). Any breach may result in sanctions, including termination of the Agreement.

## **6. Modification of the reservation**

Any reservation of parking space(s) is final and may not be cancelled. However, any modification of the reservation must be agreed with the Operator and may give rise to additional fees.

## **7. Insurance**

The activities carried out by the Operator are covered by insurance policies issued by reputable and solvent insurance companies covering the risks related to its activity in accordance with the legislation in force in France.

The coverage includes, in particular, the Operator’s professional liability insurance.

It is specified that the Client must comply with the insurance requirements set out in Article 9 of the Agreement.

## **8. Right of Withdrawal**

Pursuant to Article L.221-28 of the French *Code de la Consommation*, the service consisting in making parking spaces available by the Operator is not subject to the right of withdrawal provided for under Article L.221-18 of the French *Code de la Consommation* applicable to distance selling.

Accordingly, the service is exclusively subject to the cancellation and modification conditions set out in these Terms and Conditions.

## **9. Data Protection**

Upon execution of the Agreement, the Operator may collect and store personal data necessary for the performance of the Service (the “**Personal Data**”).

In accordance with the provisions of the *Règlement Général sur la Protection des Données (RGPD)*, the Operator implements appropriate measures to ensure the security of the Personal Data against accidental loss and against unauthorized access, use, alteration or disclosure.

The Personal Data shall be retained by the Operator for the duration of the Agreement and, where applicable, for any additional period required under applicable legal retention obligations.

## **10. Intellectual Property**

The trade name “MOUTTEC” and all documentation and materials used for the parking space provision service are the property of the Operator and its partners and are protected by French and international intellectual property laws. Any total or partial reproduction of such trade name or content is strictly prohibited.

## **11. Governing Law and Disputes**

These Terms and Conditions shall be governed by French law. In the event of any dispute or claim, the Client shall first contact the Operator in order to seek an amicable solution. Failing such resolution, the courts of Marseille shall have exclusive jurisdiction.