



GENERAL TERMS AND CONDITIONS OF SALE

CLAUSE 1 SCOPE OF APPLICATION

The sales of Sun Child, a simplified joint stock company, registered in the Marseille Trade and Companies Register under number 518 203 211 are governed exclusively by these general terms and conditions of sale, to the exclusion of any other documents such as prospectuses, catalogues, and other documents from Sun Child which are given for information purposes only and have only an indicative value.

Consequently, placing an order with Sun Child implies the full and unreserved acceptance by the buyer (hereinafter referred to as the "Customer") of these general terms and conditions of sale and no special or contrary condition of the Customer (deemed devoid of value and unenforceable against Sun Child) can prevail over these conditions regardless of the medium (customer order form, general terms and conditions of purchase or any other document issued by the Customer) or the time at which it may have been brought to Sun Child's attention, unless expressly accepted in writing.

CLAUSE 2 ORDER AND ORDER MODIFICATION

All orders are definitively binding on the Customer vis-à-vis Sunchild.

Any order confirmed by Sunchild entails a payment by the Customer of 30% of the order amount excluding taxes and shipping costs by September 1st of each year at the latest.

Deliveries are only made according to the availability of the goods. Sunchild reserves the right to make full or partial deliveries. Possible delays within the time limits can under no circumstances give rise to the withholding of payment or to any form of compensation. Sunchild reserves the right at all times to terminate a sale for any reason. The termination of a sale cannot ever give rise to a compensation in favour of the Customer for loss of profit or to any other form of compensation.

All orders are irrevocably binding on the Customer and cannot be cancelled, even before Sunchild has formally accepted the order.

Any acceptance by Sunchild of an order cancellation, whatever the reason for the cancellation, entitles Sunchild to a compensation of 30% and without prejudice to any potential damages exceeding the said compensation.

CLAUSE 3 PHOTOGRAPHY

Sunchild provides customers on request with a limited image bank of packshots and mood visuals. This can be sent by email or downloaded via its website, www.sunchild.fr. Under no circumstances can Sunchild provide the visuals of all the products and colour variations in its collection.

CLAUSE 4. DELIVERY – RISK TRANSFER

Sun Child goods are sold directly from its warehouses or factories and are transported at the expense, risk and peril of the Customer from the time of delivery, notwithstanding Sun Child's retention of ownership clause, as stipulated in Article 7 hereof, even if the shipment is advanced by Sun Child on behalf of the Customer or if the price is agreed with free shipping.

Delivery times are given for information purposes only and are not binding. Unless otherwise expressly stipulated, a delay in delivery can under no circumstances incur the right to cancel the order and no compensation may be claimed.

All initial orders placed with Sunchild must be shipped from the warehouse **no later than April 30 of each year.**

CLAUSE 5. CLAIMS

It is the Customer's responsibility to make all observations and reservations to the carrier before unloading in the event of loss or damage during transport, in particular on the various copies of the delivery notes, and to confirm them by registered mail with recorded delivery or by extrajudicial act within three (3) days of receipt of the products (Article L 133-3 of the French Commercial Code). Incomplete or nonessential reservations are not admissible.

All complaints whatever their nature must be made by registered mail to Sunchild within ten days of receipt of the goods. After this period or without a registered letter, they can no longer be taken into consideration. However, the Customer may not use a claim as a pretext to suspend or delay the payment of Sunchild invoices.

CLAUSE 6. PRICE - TERMS OF PAYMENT

Unless otherwise expressly stipulated, products are sold at the rate in effect on the day of receipt of the order. Prices are net, and exclude taxes, and costs related to packing and transport. Any tax, in particular value added tax, duty, customs clearance fees or other services to be

paid pursuant to French legislation or regulations or those of an importing country or a transit country are the responsibility of the Customer.

Unless otherwise expressly agreed, payments shall be made at Sun Child's head office, in euros, cash, and in accordance with the payment terms set out in the order confirmation. No discounts, rebates, concessions or reductions are granted. At any time, Sun Child can ask the Customer to pay a deposit, to accept the domiciliation of Sun Child's commercial billing, as well as to provide any endorsement or guarantee deemed necessary. Any amounts that remain unpaid by the due date will result in the application of late payment penalties of three times the legal interest rate, starting from the delivery date of the formal notice of penalties sent by registered mail with recorded delivery. Any possible objections to these penalties do not exempt the Customer from paying each invoice on the due date.

The delay or non-payment of all or part of the due amount by the agreed date will result in the immediate liability for the payment of all remaining amounts owed to Sun Child by the Customer, even if they are not yet due and regardless of the pre-agreed method of payment. In addition, in the event of non-payment, 48 hours after sending a formal demand for payment without success by registered mail with recorded delivery, Sun Child shall have the full legal right to automatically terminate the sale resulting from the order or order in progress without judicial intervention being required, and whether it has been delivered or is in the process of being delivered, and to request the return of goods already delivered and the reimbursement of shipping costs, without prejudice to any potential damages.

Amounts due for other deliveries, or for any other reason, will become immediately receivable if Sun Child does not opt for the resolution of the corresponding orders. Sun Child also reserves the right to change its payment terms and to require guarantees for the execution of orders received before the Customer's credit deteriorates.

In the event that the Customer's failure to act forces Sun Child to entrust its litigation department with the recovery of the sums due, the said sums will be increased by an indemnity set at 15% of their amount. This increase is established as a penalty clause in accordance with article 700 of the CPC (French Civil Procedure Code).

In accordance with Article L. 441-6 of the French Commercial Code, late payment penalties, at an annual rate of 20% and an indemnity of €40 are due for non-payment on the day following the payment date on the invoice.

CLAUSE 7. RETENTION OF OWNERSHIP

THE TRANSFER OF PRODUCT OWNERSHIP IS SUBORDINATED TO THE FULL PAYMENT OF THE PRICE BY THE CLIENT and does not entail the transfer of Sun Child's intellectual or industrial property rights over the goods to the Customer's advantage. Consequently, the Customer undertakes, until full payment of the price and under penalty of immediate claim by Sun Child, not to alter the said goods, nor to resell or pledge them, and to take all necessary care in preserving them, in particular to insure them against all potential hazards they may encounter when they are made available to the Customer.

CLAUSE 8. APPLICABLE LAW - COMPETENT JURISDICTION

Sales concluded with Sun Child are governed by French law to the exclusion of the Vienna Convention on the International Sale of Goods and the rules relating to conflicts of laws and jurisdictions.

ANY DISPUTE OR CONTESTATION THAT MAY ARISE BETWEEN THE PARTIES RELATING TO THE FORM, INTERPRETATION, EXECUTION OR TERMINATION OF THE CONTRACT SHALL BE SUBMITTED TO THE COMMERCIAL COURT IN THE SUN CHILD HEAD OFFICE'S REGION.