

## JEAN PATOU SALE AND DISTRIBUTION CONDITIONS

JEAN PATOU, SAS with a capital of 2 423 680 Euros, 24-32 rue Jean Goujon 75008 Paris

The following general sale and distribution conditions (defined hereinafter "Sale Conditions") shall apply to all purchase orders placed by an authorized distributor (the "Distributor") with the company JEAN PATOU and its affiliates (hereinafter referred to as JEAN PATOU), from January 1, 2025, and to all sales made by JEAN PATOU to the Distributor.

By placing an order with JEAN PATOU, the Distributor declares that it expressly accepts these Sales Conditions, which shall prevail over any other general conditions of purchase. Any terms and conditions or provisions specified by the Distributor on or in connection with any purchase order are rejected. JEAN PATOU's failure to object to provisions contained in any communication from the Distributor shall not be deemed a waiver of the provisions of these Sale Conditions. No course of dealing, trade usage, course of performance, or any other documents such as prospectuses, brochures, advertising or promotional documents or catalogues issued by JEAN PATOU will be used to modify, supplement or explain these Sale Conditions.

These Sale Conditions shall be applicable whether or not they are attached to or enclosed with the orders or the products to be sold. In the event of a conflict between the Sale Conditions and any distribution contract specifically entered into with the Distributor, the provisions of said distribution contract shall prevail. In all other instances, these Sale Conditions shall prevail.

The fact that, at any given time, the provisions of these Sale Conditions are not relied upon by JEAN PATOU shall not be construed as a waiver by JEAN PATOU, of any nature, of its right to rely on these conditions at a later date.

### ARTICLE 1: Conditions for the distribution

#### 1.1 Point of sale

JEAN PATOU distributes its products all over the world through a distribution network combining selective distribution and direct distribution. This strategy enables JEAN PATOU to be recognized as one of the most famous luxury companies in the world.

For JEAN PATOU, the choice of its partners is therefore essential in order to guarantee, at the global level, the success of its products and services.

Thus, in addition to operating self-owned boutiques, JEAN PATOU grants authorisation for the sale of its products to exclusive Distributors, and multi-brand resellers (including corners), whose stores or point of sale must always correspond to the JEAN PATOU brand qualitative criteria, i.e.:

The point of sale must be geographically located in an environment that ensures respect for JEAN PATOU's brand image.

The general appearance of the point of sale (architectural design, furniture, interior layout, shop window, visual presentation) must be of the best standing.

The distributor is prohibited from selling goods on its premises that are likely to devalue JEAN PATOU's brand image by their proximity.

The positioning of the other brands sold in the point of sale must correspond to that of the JEAN PATOU products distributed by the point of sale.

The products should be presented in a consistent manner in the point of sale and comply any merchandising agreement established with the Distributor by JEAN PATOU; a space must be devoted to JEAN PATOU products; the latter must not be mixed in with other brand articles in the point of sale.

The point of sale should constantly ensure the presence of an experienced sales team (professional and specialized advice) available on site which is welcoming, accessible (i.e. in adequate number with respect to the point of sale size and turnover), is well groomed and able to speak at least one foreign language.

#### 1.2 Marketing methods

Considering the seasonal nature of the activity and the products and except for certain products identified by JEAN PATOU, only products from the current season may be presented by the Distributor in the point of sale.

The Distributor undertakes not to distribute JEAN PATOU products outside the point of sale as indicated in the order placed by the Distributor except with JEAN PATOU's prior written consent.

**The Distributor undertakes not to sell JEAN PATOU products under any form whatsoever to any community or collective body, to any merchant, whether French or foreign, wholesaler or retailer, any central purchasing department, office or group, any works council, except to other Distributors of the same kind of distribution which are part of the network of JEAN PATOU approved Distributors in the European Economic Space and according to the terms set forth below.** The Distributor will keep available to JEAN PATOU for one year a copy of invoices corresponding to these sales. JEAN PATOU may consult them if there are any elements liable to cause it to believe that the Distributor has sold products outside the JEAN PATOU network. This exception applies only to Distributors located in the European Economic Space.

The Distributor also undertakes not to make any mail order or door-to-door sales.

The Distributor is entitled to sell JEAN PATOU products on its website, provided that it meets all the JEAN PATOU brand qualitative criteria as set forth by JEAN PATOU in relation to such sales and provided that it has beforehand entered into a specific agreement with JEAN PATOU in this respect. Those criteria are communicated by JEAN PATOU upon request of the Distributor).

In order to maintain the consistency of the JEAN PATOU retail network and the up-market image of its products and brand name, the retailer expressly undertakes to submit to JEAN PATOU for prior approval all advertising or promotional materials relating to JEAN PATOU and/or to the products which the Distributor itself is considering undertaking; provided, however, that the Distributor is always entitled to set the products' resale prices.

Neither the placing of an order with JEAN PATOU nor the Sale Conditions grant the Distributor any exclusivity with respect to the sale of JEAN PATOU products

In such cases, the Distributor will be responsible for fulfilling any administrative and / or customs formalities under its responsibility for the distribution of products.

Any violation by the Distributor of any of the obligations, conditions and prohibitions set forth in the present article shall be construed as a gross misconduct allowing JEAN PATOU to immediately terminate its relationship with the Distributor and cancel any order, even after the Acceptance Date, as provided in article 4.1, without prejudice to any other rights and remedies.

## **ARTICLE 2: Trademarks - Designs**

### **2.1 Rights over trademarks, and Designs**

The Distributor acknowledges that JEAN PATOU is and shall remain the exclusive owner of JEAN PATOU trademarks and of any designs of JEAN PATOU products.

The Distributor therefore acknowledges that it neither has, can have nor can enable any third party to have any right of any kind over the JEAN PATOU trademark, any designs of products, any distinctive signs, layout, decor and/or presentation used by JEAN PATOU for the point of sale or for any products, visuals, logos or slogans and, more generally, over any element protected by any intellectual property right of which JEAN PATOU is or may be the holder, licensee or user.

Any action for infringement concerning JEAN PATOU trademarks and / or the products' designs, shall lie with JEAN PATOU and shall be brought where JEAN PATOU deems it necessary, it being specified that JEAN PATOU shall bear the entire cost but shall also retain the entire benefit of any damages as may be awarded as a result.

The Distributor undertakes to use JEAN PATOU's distinctive signs in accordance with JEAN PATOU's rights and interests and to enhance the image of JEAN PATOU brands and products as effectively as possible. The Distributor agrees that it shall not engage in any form of conduct, nor make any statements or representations, including on internet social media, that disparages or otherwise impairs the reputation, goodwill or interest of JEAN PATOU's products.

### **2.2 Conditions of use**

Within the framework of the sale of JEAN PATOU products by the Distributor, JEAN PATOU grants the latter a restricted authorisation to use its name, trademarks and JEAN PATOU graphics for products offered for sale by the Distributor, for the sole purpose of facilitating and promoting the marketing of the said products. Any other use is strictly forbidden unless previously approved in writing by JEAN PATOU.

In particular, the Distributor is forbidden to reproduce or imitate (i) JEAN PATOU trademarks as a trademark, domain name, corporate name and/or trade name, and (ii) JEAN PATOU product designs, either totally or partially, in any form whatsoever.

The Distributor shall obtain JEAN PATOU's prior written agreement before making any use of (i) the JEAN PATOU trademark (including on posters, packing bags, commercial documents, etc.) in order to preserve the JEAN PATOU brand image, and (ii) graphics used in JEAN PATOU catalogues as the said graphics required the purchase of certain rights - such as model and photographic rights, etc. - for strictly restricted and specified uses. The Distributor may not make any amendment, alteration or change to the products, or affix any other trademark, logo or inscription to such products, including any alterations or change to the labels or hang tags.

In general, the retailer undertakes to fully comply with the conditions of use specified by JEAN PATOU from time to time relating to its name, trademarks, designs, including JEAN PATOU product graphics.

This restricted authorisation granted to the Distributor is only valid for the single season of JEAN PATOU products ordered. Each season shall expire at the end of the corresponding regulated period for seasonal sales.

## **ARTICLE 3: Duties owed by the Distributor**

Distributor must clearly state its own trade name and / or company name on all advertising via the press, posters, prospectuses or any other medium which bears the JEAN PATOU trademarks.

Generally, every Distributor shall ensure that customers do not believe that the Distributor's point of sale is a boutique operated directly by JEAN PATOU, and undertakes not to take any action which may give rise to customer confusion in this respect.

Similarly, the Distributor must remove the JEAN PATOU logo from its shop window or front, as well as all JEAN PATOU advertising materials, in the event that it is out of stock for the current season, and when its commercial relations with JEAN PATOU come to an end, for any reason whatsoever. In this latter case, removal must take place at the latest at the end of the regulated period for seasonal sales for the latest season collection on which the parties worked together.

JEAN PATOU products may not be presented, sold or provided to the consumer in any packaging not intended for this purpose and not approved by JEAN PATOU under Article 2.

JEAN PATOU reserves the right to constantly modify its product lines/collections, in particular by combining, splitting or withdrawing such lines/collections, in order to follow fashion trends. Such modifications shall not entitle the Distributor to receive any compensation from JEAN PATOU.

In addition, JEAN PATOU may modify models presented during shows that are deemed to be a stylistic or technical improvement, and also reserves the right to remove certain models for production-related reasons, which the Distributor also expressly accepts.

Each season, orders for each collection must be for sufficient quantity in order to allow the Distributor to present its customers with a representative range of products for said collection, on the one hand, and, on the other hand, to avoid any unfair conduct towards the JEAN PATOU trademarks and sales network such as using the brand as a draw for custom.

The Distributor must present to JEAN PATOU's customers an overall range of JEAN PATOU products (ready to wear and leather goods) except for the distributors only selling shoes in their points of sale that are in this case authorised to offer only JEAN PATOU shoes.

The Distributor shall strictly abide by all procedures specified by JEAN PATOU from time to time, including (without limitation) in regard to order transmission and reception (forms, time limits, dates, group of deliveries if any, etc.), possible complaints, restocking orders, etc. In particular, the Distributor undertakes to strictly comply with the dates for taking delivery of the goods as decided by JEAN PATOU to ensure consistency in the distribution of its products.

The Distributor undertakes to always conduct itself, with regard to JEAN PATOU, its network or consumers, as a loyal partner in good faith and to provide JEAN PATOU with any necessary information or to inform it of any problem with its customers or with any other Distributor.

Any personal information provided by consumers must be treated as confidential by the Distributor and, more generally, handled in strict compliance with any applicable privacy regulations or legislation. In particular, if the Distributor's point of sale is based within the European Union, the latter must comply with the European Regulation (2016/679) on general data protection (GDPR).

## **ARTICLE 4: Orders – Deliveries– Payment**

### **4.1 Orders**

**4.1.1.** All orders must be signed by the Distributor and shall become final and binding on the Distributor three (3) working days after its signature. If, by exception, the Distributor is allowed by JEAN PATOU not to order the day of its buying session appointment, he will have three (3) working days after the said appointment to order by email. The said order will be considered as final and binding on the Distributor at reception by JEAN PATOU (or by any of its subsidiary) of the email.

The above periods are together hereinafter referred as the "Acceptance Date".

If a deposit is specified on the order form, the order will only be validated once this deposit has been paid.

**4.1.2.** Notwithstanding the foregoing, JEAN PATOU is free to accept or reject any order in whole or in part and specifically reserves the right at all times to cancel any order, even after the Acceptance Date, in the following cases:

Where the Distributor has failed, within fifteen (15) days of a request by JEAN PATOU, to provide reasonable additional financial security in the event that the Distributor's financial situation has changed or deteriorated (as reasonably determined by JEAN PATOU from time to time),

Where all or some of the Distributor's obligations have not been met, and specifically if all or part of any previous or current orders have not been paid for by the Distributor, regardless of the product collection concerned,

Where the Distributor's order(s) has been transferred to a third party (specifically at the time of transfer of business) without the prior written approval of JEAN PATOU,

Where the Distributor has undermined JEAN PATOU's trademarks, has infringed trademarks and / or designs, and / or has engaged in unfair competition and/or has failed to comply with sales quality conditions,

Where the Distributor does not comply with the marketing methods provided for in article 1.2 and the procedures determined by JEAN PATOU under the conditions provided for in article 3 of these Sale Conditions.

Where the products are not available.

No changes, amendments or cancellations of an order may be made by the Distributor after the Acceptance Date.

**4.1.3.** In case of cancellation of an order by the Distributor or in case the order is cancelled by JEAN PATOU in particular pursuant to this article 4.1, the Distributor shall immediately pay JEAN PATOU as an unrecoverable cancellation fee 30% of the amount of the order if cancellation occurs between nine (9) and fifteen (15) days following the date the order was placed, 50% if the order is cancelled between sixteen (16) and forty-five (45) days following the date the order was placed and 70% if cancellation takes place beyond that period.

### **4.2 Deliveries / Claims**

Delivery lead times are always indicative and are indicated "ex-warehouse". The actual date of delivery is not guaranteed and any specified delivery lead times shall not give rise to any liability on the part of JEAN PATOU.

JEAN PATOU may make partial deliveries as are reasonably foreseeable from any order. No damages or penalties shall be owed in the event of late delivery or partial delivery, and such delays cannot be used as grounds for cancelling, modifying or terminating the order.

Delivery cannot be made unless the Distributor is up to date on all of its obligations with regard to JEAN PATOU. Failing this, JEAN PATOU reserves the right to suspend the delivery of current or future orders until complete satisfaction of those obligations, and the order also may be cancelled in accordance with the terms of article 4.1.

If the order form provides for collection from JEAN PATOU's warehouses, the Distributor must collect the order within 14 days following notification that the goods are available. After this period, a penalty of 1% of the total amount of the order excluding VAT will be applied per day of delay.

After this period of 14 days, JEAN PATOU may send a formal notice to collect the goods. If the Distributor fails to comply despite this formal notice, the order may be cancelled under the conditions set out in article 4.1.3.

All products are subject to the Distributor's incoming detailed inspection. All claims concerning the quality of the products must be sent in writing to JEAN PATOU within fifteen (15) days from the delivery of the products under penalty of foreclosure. A failure of the Distributor to notify JEAN PATOU of any non-conforming delivery within such fifteen (15) day period, (notably, without this list being exhaustive, defective products or products presenting non-conformities or other inconsistencies caused by shipping or not, except for missing products or boxes which must be notified in the manner provided below), shall be deemed to be acceptance of the products by the Distributor and the latter will be precluded from contesting their conformity. In no event may the Distributor suspend, offset or delay any payment for the products shipped, whether or not conforming.

Returns (for any reason whatsoever) shall be sent to JEAN PATOU, after JEAN PATOU's prior consent (whether in the form of a return authorization number or otherwise) has been obtained in writing, carriage paid and at the Distributor's exclusive risk.

Return made without JEAN PATOU's prior written consent shall be refused. Returns shall be sent back in perfect shape with its packaging and in resalable conditions. If not, JEAN PATOU can have the right to refuse the returns.

Without limiting the foregoing, any claim related to missing products or boxes, or in case of suspicion of missing products or boxes, has to be transmitted in writing within forty-eight (48) hours after notifying the carrier on the delivery note upon receipt of the goods.

The respective responsibilities of JEAN PATOU and of the Distributor shall be defined in accordance with the "EX WORKS" INCOTERMS term of the International Chamber of Commerce, unless otherwise stipulated in the order and accepted by JEAN PATOU.

Thus, pursuant to INCOTERMS "EX WORKS", carriage shall be borne exclusively by the Distributor and JEAN PATOU's liability shall cease as of the time the packages are remitted to the carrier appointed by the Distributor, and the Distributor shall alone bear the risk of loss pertaining to the products as of their departure from JEAN PATOU's offices, warehouses or other premises.

#### **4.3 Payment**

The products are supplied at the price in force on the date the order is placed, and the Distributor hereby represents and declares that he has examined the prices before submitting any order. Prices are given net, excluding taxes, in the currency on the invoice.

Except in case of a prior written agreement given by JEAN PATOU, JEAN PATOU's invoices are payable:

Either at forty five (45) days from the invoice date, without discount,

Or in advance, without discount, for any new JEAN PATOU customer (i.e., who has not ordered during the preceding season).

JEAN PATOU does not accept offsetting debts.

At any time, if the Distributor's financial situation deteriorates (in JEAN PATOU's reasonable but sole discretion) or in case of failure of timely payment, JEAN PATOU reserves itself the right to request from Distributor any commercially reasonable method of payment and/or any suitable payment terms and/or any guarantee.

Any default or late payment with respect to the due date appearing on the invoice shall give rise, automatically and without prior notice, to late payment interest charge calculated at the rate of European Central Bank plus ten (10) points.

Interest shall begin to accrue as from the day following the date for payment as appearing on the invoice, and shall continue until the date of full payment of the entire sum due to JEAN PATOU.

Pursuant to Article D.441-5 of the Commercial Code, in case of late payment, a fixed recovery fee of forty (40) euros will be automatically due by the Distributor to JEAN PATOU from the first day of late payment regardless of payment term.

Failure to pay a single bill or invoice at due date makes any other debt of the Distributor not yet due immediately payable, *ipso jure* and without the need for any prior notice. The Distributor will be liable to JEAN PATOU for the costs and expenses (including legal fees and costs) for any debt collection required as a result of a late payment. Finally, if an instalment is not paid within the set time period, JEAN PATOU reserves the right to suspend or cancel deliveries of orders or to require the Distributor to pay in advance, without any discount, by bank transfer, for all current or future orders.

Sale of business or cessation of activities

Notwithstanding the provisions of article 4.1 paragraph 2, the transfer by the Distributor of all or substantially all of the assets of its business or a change of control in the ownership of the Distributor's business, will render immediately payable by the Distributor, *ipso jure* and without any prior notice, all debts, even those that are not yet due, arising prior to the transfer. The same shall apply to any cessation of the Distributor's business.

#### **ARTICLE 5: Reservation of title**

Delivered products shall remain the property of JEAN PATOU until full payment of their price.

Only payment in cash or bank wires or checks (subject, for checks, to the bank encashment period, i.e. 10 business days for checks drawn in mainland France and 25 business days for checks drawn abroad and in the DOM-TOMs) shall be deemed full and effective payment.

However, the Distributor shall bear all risk pertaining to the delivered products and shall obtain adequate insurance covering the risks of loss, theft and partial or total destruction of the products, whatever the cause of the loss or damage, even in the event of an Act of God, pure accident or force majeure (with JEAN PATOU named as an additional insured) ; under said insurance, the insurer shall be obliged to pay compensation directly to JEAN PATOU insofar as title to the products has not passed to the Distributor. The Distributor undertakes to produce a copy of insurance certificates for said insurance to JEAN PATOU on written demand.

Until full payment has been made, the Distributor shall not grant any security interest over or pledge the products covered by the reservation of title, or to use them as any form of guarantee.

In the event that a third party should proceed with seizure or distraint of the products covered by the reservation of title herein, the Distributor shall, at the time the formal record of distraint or seizure is drawn up, inform the acting bailiff of the reservation of title in favour of JEAN PATOU and shall inform JEAN PATOU thereof without delay so that it is able to object thereto and preserve its rights.

The Distributor shall take all necessary steps to ensure that the delivered products remain perfectly identifiable as property of JEAN PATOU until full payment of the price.

The Distributor shall be authorised, in the context of the normal operation of its business activity, to sell the delivered products. However, said authorisation to sell delivered products which have not yet been fully paid for shall be automatically withdrawn in the event that the Distributor should cease to timely pay invoices owed to JEAN PATOU.

The Distributor undertakes to allow products to be identified and claimed back at all times; it being agreed that any products in stock shall be deemed to be unpaid products. JEAN PATOU reserves the right, in the event of breach of any obligation undertaken by the Distributor and after simple recording thereof, to immediately repossess the products.

## **ARTICLE 6: Personal data**

JEAN PATOU and the Distributor act as independent controllers in the processing of personal data for the purpose of managing their commercial relationship. The parties acknowledge they are aware of their rights and obligations under the applicable personal data protection legislation.

JEAN PATOU is responsible for processing personal data in accordance with the French Data Protection Act No 78-17 of 6 January 1978, and European Regulation (EU) 2016/679, with the purpose of managing the relations with the Distributor. The collection and processing of the Distributor's personal data (*surname, first name, email address and telephone number of the Distributor and its employees and/or legal representatives*) are necessary for the performance of the contract, what the Distributor expressly accepts.

### **6.1 Purpose and objectives**

The sole objectives of the personal data processing carried out by JEAN PATOU are:

- Managing customer relations
- Managing orders (confirming the dispatch of goods and invoicing)
- Managing debt recovery

JEAN PATOU collects and uses Distributors' personal data solely for the purposes described above.

### **6.2 Length of time for which personal data is kept**

Personal data shall be kept for the duration of the contractual relationship with JEAN PATOU and then archived for evidence purposes in accordance with legal obligations.

### **6.3 The rights of those concerned**

The Distributor may exercise its rights at any time in terms of access to, updating, amending, objecting to, limiting the processing of, deleting or the portability of its personal data. The Distributor may exercise the above rights by directly contacting the Data Management of JEAN PATOU using the following email address: [data@jeanpatou.fr](mailto:data@jeanpatou.fr) or the following postal address: Data Management JEAN PATOU 24-32 rue Jean Goujon 75008 Paris.

### **6.4 Complaints**

If the Distributor feel that JEAN PATOU has neglected its obligations under European Regulation (EU) 2016/679, the Distributor may submit a complaint to the CNIL (French National Data Protection Commission) or to the monitoring authority in the Distributor's usual place of residence or in the place where the infringement took place.

### **6.5 Transfers**

The Distributor's personal data is processed by JEAN PATOU. It shall not be transferred to or made accessible to any third party, with the exception of any forwarding agents chosen by the Distributor solely for technical and logistical reasons. These communications shall take place in accordance with the personal data protection standards of European law, in order to guarantee the security and confidentiality of the Distributor's personal data at all times.

### **6.6 Security and confidentiality**

JEAN PATOU undertakes to protect the Distributor's personal data against any loss, destruction, alteration or unauthorised disclosure.

## **ARTICLE 7: Force majeure**

In the event of a force majeure event, JEAN PATOU shall not be liable for any delay or breach in the performance of its duties. The following shall be considered events of force majeure, without this list being deemed exhaustive: war, riot, insurrection, social disturbances, strike, factory closure and lockout, transport strikes, impossibility of delivery by JEAN PATOU by no fault of its own, whatever the cause thereof, problems for JEAN PATOU in obtaining deliveries of raw materials and failure of supply of utilities.

## **ARTICLE 8: Confidentiality**

In the context of its relationship with JEAN PATOU and/or through these Sale Conditions, the Distributor has access to confidential information belonging to JEAN PATOU and notably, without this list being exhaustive, commercial, financial or strategic information, client lists, marketing materials, development, products, trade secrets, costs, industrial practices, manufacturing processes and methods, confidential technical information, know-how and more generally all other information belonging to JEAN PATOU (the "Information").

The Distributor undertakes :

- Not to disseminate all or part of the information to third parties, irrespective of its nature,
- Not to use the Information in a way contrary to JEAN PATOU's interests,

- To take all appropriate measures to protect the confidentiality of the Information or of any part thereof against disclosure, misuse, espionage, misappropriation, loss or theft,

- To only transfer the Information to members of its staff who are bound by a confidentiality commitment and who need it in the context of the distribution of JEAN PATOU products.

The Distributor shall be fully liable for any disclosure of Information by itself, by its employees or by any third party to whom it may have disclosed the Information.

The Distributor is also prohibited, under penalty of legal action, from reproducing in full or in part the goods purchased from JEAN PATOU or goods (including models or samples) seen at the time of purchase. Likewise, it is prohibited from transmitting to third parties any information that would enable these goods to be reproduced in full or in part.

This Article 8 shall not apply to any such information which the Distributor can show is public knowledge other than as a result of a disclosure by the Distributor or was already known to the Distributor prior to the time of disclosure without any breach of any confidentiality obligation.

## **ARTICLE 9: Ethics**

JEAN PATOU is committed to comply with moral and ethical values for the management of its company. It expects its distributors and its third-party service providers to comply with and adhere to the same philosophy for the management of their own companies and apply the values mentioned in the Code of Conduct. The Distributor thus undertakes to comply with the commitments of JEAN PATOU (including social and environmental responsibilities and integrity in business relationships) defined in the LVMH code of conduct accessible at the following address:

<https://www.lvmh.fr/groupe/engagements/environnement/politique-ethique-conformite-de-lvmh-env/>.

JEAN PATOU joins the Refashion program and pays an ecocontribution tax under number FR385255\_11PJSJ.

The Distributor states and guarantees that it has been, is and shall remain compliant with all applicable laws and regulations (including notably those relating to anti-corruption, international trade and economic and commercial sanctions).

Upon JEAN PATOU's request, the Distributor undertakes to provide JEAN PATOU with a document issued by the competent authorities and certifying that it is up to date with payment of its social contributions.

JEAN PATOU may carry out audits, announced or not, aiming at ensuring that the Distributor complies with all of the aforementioned commitments or have same carried out (and puts in place processes allowing to rectify breaches and improve their control). The Distributor undertakes to supply all information necessary and to facilitate access to JEAN PATOU's representatives wishing to ensure compliance with these commitments. The Distributor undertakes to proceed with the improvements necessary or to correct the breaches observed. Any breach by the Distributor of these commitments may give rise to the immediate cancellation by JEAN PATOU of any order.

## **ARTICLE 10: Clauses of Essence - Assignment**

All provisions of these Sale Conditions shall be considered as having been fundamental to JEAN PATOU's acceptance, if any, of the Distributor's order. No waiver of any of such provisions shall constitute a continuing waiver thereof or of any other provisions hereof. Distributor shall not assign any of its rights or duties under any order or these Terms and Conditions of Sale.

## **ARTICLE 11: Governing law - Jurisdiction**

These Sale Conditions and more generally the relationship between the Distributor and JEAN PATOU shall be governed by French law in all respects, without regard to the conflict of laws provisions thereof. The Vienna Convention of April 11, 1980 on the international sale of goods does not apply to these General Sale and Distribution Conditions. The language for interpretation of these conditions shall be French if they were translated at the time they were sent.

Any dispute arising under these Sale Conditions or from the performance of contractual relations between JEAN PATOU and the Distributor, regarding notably, without limitative, their existence, their validity, their interpretation, their enforceability, the performance of the obligations, a breach of the contract, a misconduct, their termination for any reason whatsoever, as well as from all acts and deeds which are the consequence thereof, shall be submitted to the jurisdiction of the competent courts of Paris, notwithstanding any third party proceedings or rejoinder, or in the event of multiple defendants. This jurisdiction clause shall apply even in the event of urgent summary proceedings of a protective nature [*“référé”*].

JEAN PATOU shall, however, be entitled to bring proceedings before any other competent court, including notably the court having jurisdiction over the registered offices of the Distributor or over the place where the delivered products are located. Commercial papers or acceptance of payment shall not cause novation nor provide any amendment or exception to this clause.

Date:

Name of the signatory:

Signature: