

**GENERAL TERMS AND CONDITIONS OF SALE**  
Applicable from 1st January 2021

The following has been agreed between the buyer, hereinafter referred to as the "Client", and the company PETZL DISTRIBUTION, hereinafter referred to as the "Company":

1 - APPLICATION OF THE GTCS: these general terms and conditions of sale (hereinafter: GTCS) apply to products that our Company sells ("Products") and apply to professional clients, i.e. public or private natural persons or legal entities, who use or resell the Products in the framework of their professional activity.

Any order for Products made to our Company involves the acceptance without reservations of these GTCS.

Any order accepted by our Company with effect from the date stated above is governed by these terms and conditions.

2 - DEROGATIONS: any clause contrary to these GTCS is not enforceable against our Company, unless it has given its prior, express agreement to such a clause in writing.

Our Company also reserves the right to refuse orders or to subject them to derogations to these GTCS based on its risk assessment. In particular, this could be the case for orders with a financial risk which our Company considers excessive or which come from a Client who has not fulfilled all of its obligations resulting from previous business, who has behaved unfairly towards our Company or in a manner contrary to commercial practices.

3 - ACCEPTANCE OF ORDERS: the acceptance of an order requires written confirmation from our Company. If necessary, this confirmation may depart from certain terms of the initial order, and must be verified by the Client. In the absence of an objection by the Client within a period of 72 hours, the terms indicated in this confirmation will be deemed to have been accepted by the latter. The Client may not cancel an order for customised Products or an order already shipped. Any request to amend the initial order by the Client will only bind our Company after express acceptance thereof. In any event, acceptance remains subject to the condition that, up to the delivery to the Client's warehouses of all or part of the order, no financial risk or any other element has appeared that may call it into question.

4 - PRICES:

4.1. Prices:

The prices stated in our Company's price list are provided for information purposes only for the calendar year and are exclusive of taxes and FCA Crolles, France Incoterm 2020. Only the prices stated on the order confirmation are binding upon our Company. Our Company will comply with a prior notice period of 2 months for any change in prices, unless it is due to a clerical error or a change in economic conditions.

4.2. Products: our Company may modify the Products and Product specifications at any time, without prior notice and without this giving entitlement to payment of any damages.

5 - INTEGRITY OF PRODUCTS, INFORMATION AND SERVICES TO USERS: the Client is not authorised to modify/alter the Product specifications. These specifications include markings, lines, contours, colours, form, texture or materials, as well as the Product packaging in its broadest sense, and all the documents (instructions for use, technical documents, certifications etc.) that might be attached to them. These elements are inseparable from the Products sold. The main aim of this obligation is to ensure the safety of end users of the Products. Our Company declines all liability and shall take any necessary actions against the Client or any person undermining the integrity of the Products.

It is the Client's responsibility, using the documentation attached to the Products, to attract the attention of end-users both to the importance of maintaining and periodically inspecting the Products and also to their specifications and conditions of use.

The Client must be able to provide technical advice to its customers, inform them regarding the correct use of the Products and provide an after-sales service. The Client shall refrain from charging its customers for a service that our Company provides free of charge (e.g. replacement of a guaranteed product).

6 - PAYMENT TERMS AND DEFAULT:

6.1. Unless otherwise defined in the special terms and conditions or stated on the invoices, the latter are payable to our Company's registered office no later than 30 days from the date of invoice. For any Client who does not have an account opened with our Company, payment must be made in cash at the time of order. Any request to open an account must be accompanied by the information required by our Company, including bank details and business references.

6.2. Any late payment entitles our Company to automatically demand, with effect from the first day following the payment date shown on the invoice:

1) Late payment penalties calculated on all sums due, by application of an interest rate equal to 3 times the statutory interest rate in force in France on the day on which the payment should have been made, and

2) A fixed indemnity for recovery costs amounting to 40 euros, and, when the recovery costs incurred are higher than this fixed indemnity, additional compensation, and

3) The payment before delivery of any order, even if already accepted with payment terms granted

6.3. If late payment exceeds 30 days, upon simple notification from our Company to the Client, it will automatically lead to: the maturity of all debts, in the event of any payment terms granted; and the loss of discounts and rebates that might have been granted to the Client.

7 - RETENTION OF TITLE: the Products shall remain the property of our Company until full payment of the price including taxes by the Client. However, the Client is authorised to resell the Products before their full payment for the purposes of its business. Until full payment, the Client undertakes not to pledge the Products to its creditors. In the event of inventory or seizure of the Products by third parties, the Client must inform the third parties and the acting bailiff of the retention of title to the benefit of our Company, check that such title is mentioned in the inventory or seizure report, and immediately inform our Company.

If the Client does not comply with the payment terms provided, or if it is the subject of insolvency proceedings before payment of the full price, our Company reserves the right to claim the recovery of the Products and to exercise its right to claim the price of the Products, at the Client's expense. The Client agrees to allow our Company or any person appointed by it, access to its premises and to the Products.

8 - TRANSFER OF RISKS: notwithstanding the above title retention clause, the risks pass to the Client upon delivery, according to the 2020 Incoterm FCA Crolles-France, unless otherwise stipulated on the order confirmation. The occurrence of an incident leading to the loss, damage or destruction of the Products, before the payment of all amounts owed by the Client, does not release it from its obligation to pay. The latter is required to take out insurance covering the risks of loss of or damage to the Product until payment of the full price. Our Company may decide to receive the insurance compensation directly instead of the Client, who accepts this, and who will remain liable for the difference between the amount of compensation and the loss suffered by our Company.

9 - DELIVERY:

9.1. Delivery deadlines: the delivery deadlines announced in the order confirmation are provided for information purposes only. Our Company may not be held liable in the event of late delivery. In the event of advance payment, the delivery deadline is counted with effect from receipt of payment for the order. In the event of export, the various authorisations (import licence, authorisation for payment in other currencies) must have been obtained by the Client prior to any order and communicated to our Company. Any change to the order modifies the delivery deadline originally planned.

9.2. Delay in collection or acceptance: where the Client does not collect or accept the Products within the deadline indicated in the order confirmation - without this being attributable to our Company or agreed beforehand - our Company may, at its discretion, and without notice, apply a penalty of 0.5% of the order amount per day of delay, or place the Products in storage at the Client's expense. After two weeks of delay, our Company shall be entitled to terminate the order and to proceed with the sale of the Products to third parties.

10 - RETURNS: In the event of damage or total or partial loss of the Products, the Client must express its reservations to the carrier within three days of receipt of the Products. In addition, any claim relating to an apparent defect or non-conformity of the Product in relation to the order must be made in writing to our Company, using a form, within 10 days following receipt of the Product. This form is sent by email to the Client upon request to its usual contact. After this time limit, no claims will be accepted.

Returns are permitted only if our Company has accepted them beforehand, following the sending of the form and under the following conditions: the Products must reach our Company within one month after this acceptance, new and in perfect condition in their original packaging. If applicable, they will be fully refunded by our Company. Failing this, an appropriate reduction of at least 10% of the credit note will be applied. In the event of an error by our Company in the fulfilment of the order (Product not ordered, damage prior to delivery to the Client depending on the incoterm used), the Company will organise the return transport at its own expense.

11 - ADVERTISING MEDIA: All advertising media provided free of charge to the Client, such as, without this list being exhaustive, booths, display units, banners, are and shall remain the property of our Company. Our Company therefore reserves the right to have them moved inside the Client's store(s), or to have them removed. Advertising media that are no longer used will be kept at our Company's disposal. They shall not be destroyed by the Client without our Company's permission.

12 - CONDITIONS OF RESALE: Our Company has reserved or allocated territorial exclusivities in many countries, in particular, in countries in the "European Area" i.e. the European Union (EU), Iceland, Lichtenstein, Norway, the United Kingdom and Switzerland.

In order to respect them, except with the prior written agreement of our Company:

- any Client established outside the European Area undertakes not to directly or indirectly sell or ship the Products outside its country of establishment.

- any Client established in the European Area undertakes not to directly or indirectly sell or ship the Products outside this Area.

- our Company having reserved or allocated B to B sales' exclusivity throughout the European Area, no client established in the Area and acting as wholesaler - i.e. reselling to a professional clientele purchasing for resale - may make active sales outside its country of establishment.

The country of establishment is the country reported to our Company as being the billing location, or in the event of an exclusivity agreement, the countries for which this exclusivity has been granted.

Our Company reserves the right to immediately suspend all sales and shipments of Products contrary to the above stipulations until the end of the violation and the full repair of the damage caused, without prejudice to other actions provided for in these GTCS or in general law.

If a Client considers that these provisions are contrary to the provisions of international public policy of its country, it must inform our Company in writing giving reasons so that the parties can decide on the action to be taken.

13 - RESALE BY INTERNET: The Client is authorised to sell the Products on its own website, operated by itself, hereinafter referred to as "the Website" under the following terms and conditions:

The Website must be hosted by a reputable internet provider, on a high-quality server, providing sufficient bandwidth to process the average demand of customers of the Website without impairing the speed and/or reliability of the Website especially with regard to the payment procedure.

The Website must offer an operational availability in keeping with current trade practices.

The Website host must be equipped with a standard encryption technology or at least enabling secure online payments.

The Client must ensure compliance with the applicable laws and regulations, and current industry practices.

Our Company's brand image, reputation and the technical nature of the Products justify the requirement for quality standards with which the Client must comply. For this purpose, the following criteria shall be respected:

- Complete presentation, in the customer's language, of the Products' technical specifications as well as their functional and technological characteristics.

- Trademarks shall be clearly displayed and identifiable and PETZL's graphic charter respected.

- Absence of any element that might devalue the Products' image.

14 - INTELLECTUAL PROPERTY: the Client undertakes to comply with trademarks, patents, copyrights, designs, and generally, all intellectual property rights owned by our Company or one of its Affiliates. An Affiliate is an entity controlled by the Company, controlling the Company ("mother company") or being controlled by the Company's mother company. Control means direct or indirect beneficial ownership of more than 50% of the voting rights or equity of the entity.

15 - GUARANTEE AND SPARE PARTS: our Company provides a contractual guarantee of a minimum of three years from the date of purchase of the Product. It applies to parts and labour only, and covers defects in materials or workmanship. The following are excluded from the guarantee: consumables (e.g. batteries), normal wear and tear and corrosion of the Product, any inappropriate use or maintenance of the Product and any negligence. Further details are available on Petzl.com. Spare parts provided by our Company that are essential for the use of the Products are available for the duration of the contractual guarantee.

16 - LIMITATION OF LIABILITY: our Company is not liable:

- for the non-performance of its obligations due either to the unforeseeable and unavoidable action of a third party to the agreement, or to a case of force majeure.

- for direct or indirect damages caused by a use or maintenance of the Product which is not compliant with our Company's instructions or with the rules and best practices governing user activity.

- for an inability to buy, sell or use the Products caused by a Product recall ordered by our Company, one of its suppliers or a competent authority.

Unless stipulated otherwise by public policy, our Company's contractual liability may not exceed the amounts paid by the Client for the purchase of the Products forming the subject of the claim.

17 - FORCE MAJEURE: Our Company and the Client shall not be liable for failure to respect their obligations due to force majeure. The following are events of force majeure: lock-outs, strikes, epidemics, embargos, riots, acts of vandalism, blockage of means of transport, mandatory measures of the authorities in the country of establishment of one party or of the country of delivery, damages affecting the means of production or logistics of one party.

The following also constitute cases of force majeure: any unforeseeable and unavoidable event beyond the parties' control, which cannot be reasonably foreseen at the time of their commitment, preventing the proper performance by at least one of them of their commitment, and whose effects cannot be avoided by appropriate measures and at a reasonable cost.

18 - PERSONAL DATA: Personal data collected directly by our Company or through its Affiliates and commercial agents, in the framework of commercial relations between the parties are computer-processed for the proper management of these relations. These data shall include in particular, the professional contact details of the representatives of our Company and of the Client (identity, business telephone number, email). They are collected and processed solely for the purpose of conducting their commercial relations and are intended for their own contacts within each party, and for the Affiliates and commercial agents of our Company. They will be kept for the duration of the business relationship between the parties, and for up to ten years following its termination, for whatever reason. In accordance with the amended Loi Informatique et Libertés [French Data Processing and Freedoms Act] no. 78-17 of 6 January 1978 and of the (EU) Regulation 2016/679 on the protection of personal data, the individuals concerned have a right to object for legitimate reasons, to access, rectify, erase ("right to be forgotten"), a right to restrict their processing and for the portability of information concerning them. Any individual wishing to exercise this right and to obtain information regarding them should contact: dataprivacy-eu@petzl.com. In the event of a breach of the previous provisions, the parties will have the right to complain to the competent local supervisory body (in France, the CNIL [National commission for information technology and civil liberties]).

19 - JURISDICTION - APPLICABLE LAW:

19.1. By express agreement, any legal action, including emergency and precautionary proceedings, resulting from the pre-contractual or contractual relations of the parties, will be brought before the competent courts of Grenoble (France), or the closest French courts to Grenoble having jurisdiction.

19.2. Sales, as well as pre-contractual and contractual relations of the parties are subject to French law, to the exclusion of the Vienna Convention on the international sale of goods. In the event of a dispute concerning the application or interpretation of this agreement, the French text will prevail.

Petzl Distribution, SAS with capital of 688,440 euros, located at ZI Crolles, 38 920 Crolles, France Registered at RCS (Trade and Companies Register) Grenoble (F) under number 388 381 642