

Article 1. DEFINITIONS

Contractual definitions applicable to these General Terms and Conditions of Sale.

Unless otherwise stated, the following terms and expressions will have the following meaning:

- Buyer: means any professional client of JUICY BIKES.
- Customer: means a buyer of the Products from the Buyer.
- Order: means a firm order for Products by a Buyer to JUICY BIKES, which has been the subject of an Order Confirmation, under the terms and conditions provided for herein.
- GTCS: means these General Terms and Conditions of Sale.
- JUICY BIKES: means the company selling ebikes.
- Order Confirmation: means a written confirmation from JUICY BIKES that an Order has been accepted by it in accordance with Article 6.
- Party or parties: means individually or collectively JUICY BIKES and/or the Buyer as the context requires.
- Products: means Electrically Assisted Bicycles (EABs or Ebikes), cycles, parts or accessories related to EABs sold by JUICY BIKES.
- EAB: means Electrically Assisted Bicycle sold by JUICY BIKES.

Article 2. PURPOSE AND SCOPE OF APPLICATION

- 2.1. The purchase of Products from JUICY BIKES is subject to the communication by the Buyer of the information requested by JUICY BIKES for the opening of a buyer account, and the express and unreserved acceptance by the Buyer of these GTCS (hereinafter referred to as the '**Buyer Account**'). The opening of the Buyer Account is conditional on the cash payment for the first Order, pursuant to **Article 12.1** below.
- 2.2. Unless specifically agreed in writing, all Orders sent to JUICY BIKES with a view to the purchase of Products by a Buyer are subject to the GTCS accepted by the Buyer when opening the Buyer Account.
- 2.3. The GTCS prevail over any clauses that may appear in the Buyer's documents and in particular its general terms and conditions of purchase, even if a contrary statement exists on the Buyer's order form. The Buyer expressly waives all of its general terms and conditions of purchase which it may seek to impose. The Parties expressly acknowledge and declare that the clauses of the GTCS have been freely negotiated between them. Where applicable, the GTCS are accompanied by specific terms and conditions as notified to the Buyer by JUICY BIKES. If there is a conflict between those specific terms and these GTCS, the specific terms shall prevail over the GTCS.
- 2.4. Any Order from a Buyer to JUICY BIKES may only be amended by the Buyer subject to the written agreement of JUICY BIKES.
- 2.5. Any sales document and advertising literature, such as catalogues, prospectuses, advertisements, notices, and

manuals, are only informative and indicative, and are produced for the sole purpose of giving an approximate idea of the Products referred to in them and shall not form part of an Order or have any contractual force.

Article 3. Commitments of the Buyer in its capacity as reseller of JUICY BIKES Products

3.1. Click to Store & Get Road Ready

The Buyer undertakes (i) to ensure the delivery of the EAB purchased by individuals directly or indirectly through JUICY BIKES and (ii) to ensure the road readiness of said EAB delivered by JUICY BIKES, in accordance with the provisions of the 'Click to Store and Get Road Ready' annexed hereto, which the Buyer expressly declares to be aware of in its entirety, and to accept all the provisions thereof without reservation (hereinafter referred to as the '**Get Road Ready**').

The 'Get Road Ready' will be remunerated in accordance with the commission calculation conditions agreed in the aforementioned 'Click to Store and Get Road Ready' document.

As such, the Buyer guarantees JUICY BIKES of the optimal execution of the 'Get Road Ready', in accordance with the corresponding professional standards, the guidelines of JUICY BIKES, and the aforementioned 'Click to Store and Get Road Ready' document, and will fully compensate JUICY BIKES for any damage that may be suffered in this regard by JUICY BIKES and/or the users of the EAB in question for a failure by the Buyer to comply with such standards, guidelines and documentation.

3.2. After-sales service for the EABs not sold by the Buyer

The Buyer undertakes to provide private individuals with after-sales service (including any service in conformance with the warranty under the conditions agreed in this respect between the Parties) for any JUICY BIKES EAB presented to it by an individual, without any distinction as to the origin of said EAB (where sold by the Buyer, sold directly or indirectly by JUICY BIKES, or otherwise).

Article 4. OFFERS

JUICY BIKES's offers are available on its specific dedicated website accessible to Buyers (hereinafter referred to as the '**B2B Site**'). Buyers can also obtain a quotation from JUICY BIKES which, unless otherwise specified, is only valid for a period of fifteen (15) days from the date of its receipt by the Buyer and shall only be binding when a valid Order is made.

In any event, offers are always subject to availability stock at the time of Order Confirmation by JUICY BIKES, and in accordance with the GTCS.

The technical characteristics of the Products are defined in technical sheets available to Buyers on the B2B Site. These technical sheets define their technical specifications and their normal use by type of Product (hereinafter referred to as the '**Specifications**').

Article 5. ORDERS

Order requests must be sent to JUICY BIKES through the B2B Site or in writing (mail or email).

Order requests shall only be deemed accepted by JUICY BIKES when JUICY BIKES has sent its Order Confirmation as described under the conditions of **Article 6** below.

Orders are irrevocable for the Buyer, and cannot be cancelled without the express written consent of JUICY BIKES.

Article 6. CONFIRMATION OF ORDERS

6.1. Notwithstanding **Article 5**, it is specified and expressly accepted by the Buyer that, depending on the financial information available to it on the Buyer, JUICY BIKES reserves the right to make its Order Confirmation conditional on the prior receipt of payment of all or part of the price.

6.2. Orders are deemed firm and irrevocable for JUICY BIKES after (i) Order Confirmation by JUICY BIKES to the Buyer by mail, email or fax, with or without a delivery time, and, where applicable, (ii) effective receipt by JUICY BIKES for the payment of the Deposit (as defined in **Article 12.1.** below) or the total amount of the Order less the Discount (as defined in **Article 12.2.** below).

6.3. The Buyer undertakes to communicate to JUICY BIKES in good time any information and instructions necessary for the raising and correct execution of the Order.

Article 7. DELIVERY AND TRANSPORTATION

7.1. In the absence of an express specification of a delivery deadline on the Order Confirmation, JUICY BIKES is not bound by any specific timeframe.

7.2. JUICY BIKES can only be bound by delivery deadlines if these have been expressly agreed in writing in advance between the Buyer and JUICY BIKES. These deadlines begin to run from the day the Product ordered leaves the JUICY BIKES warehouse. In any event any such deadlines for delivery are approximate only, and the time of delivery is not of the essence. JUICY BIKES shall not be liable for any delay in delivery of the Products that is caused by a force majeure event or the Buyer's failure to provide JUICY BIKES with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

7.3. Unless otherwise stated, the shipment of the Product ordered is carried out by JUICY BIKES. The costs of transporting the Product are invoiced to the Buyer as indicated in the Order

7.4. The transfer of risks in the Products is deemed to occur at the time of actual delivery to the Buyer (before unloading) in accordance with the delivery note provided by the carrier, at the place of delivery agreed with JUICY BIKES.

7.5. Each EAB is delivered to the Buyer with a 'simplified manual' allowing it to access (via a QR Code) the user reference manual delivered online.

Article 8. INSPECTION OF PRODUCTS AND ACCEPTANCE

8.1. Inspection of the Products is carried out by the Buyer (or its representative) upon delivery. Upon delivery of the Products, the Buyer shall carry out the following inspections:

(1) the condition of the packaging (damaged, open, wet cardboard, etc.), and;

(2) the conformity of the Products with the Order (i.e., ensuring that the references and volumes subject to delivery comply with the Order, and;

(3) the general condition of the Products.

Where applicable, the Buyer undertakes to enter clearly and precisely any obvious defects or non-conformity with Order that it may have noticed following the checks carried out on the delivery note presented by the carrier. The Buyer expressly understands and accepts that, in the absence of such a clear and precise notation of obvious defects or non-conformity on the delivery note at the time of taking possession of the Products, such reservations will not be taken into account by JUICY BIKES.

The Buyer acknowledges that any claims it may have arising from a defect or non-conformity which would have been apparent from the inspections stated above, not specified in the delivery note of the carrier in accordance with the provisions of the previous paragraph, and notified to JUICY BIKES in accordance with 8.2, will be unenforceable against JUICY BIKES.

8.2. In addition, and subject to the Buyer's compliance with the provisions of **Article 8.1.**, in the event of non-compliance of the Products with the Order Confirmation, in quality or quantity, or in the event of an apparent defect in the Products delivered, the Buyer's claims against JUICY BIKES will only be admissible by JUICY BIKES if they are made, either by registered letter with acknowledgement of receipt, or directly on the B2B Site via the opening a ticket, sent within **twenty-four (24) business hours following delivery**. If apparent defects are not notified to JUICY BIKES in accordance with this Article 8.2, JUICY BIKES shall not have any liability to the Buyer in respect of such defects.

Article 9. CHARACTERISTICS OF THE GOODS SOLD - WARRANTY

9.1. Obligations of the Buyer towards its Customers

The Buyer agrees and undertakes to provide the Customer with the user manual referred to in **Article 7.5.** and any documentation associated with the Products sold to Customers, as well as to comply with the obligations incumbent upon it in its capacity as seller in accordance with all applicable laws. It is up to the Buyer to define, with regard

Initials:

to the Specifications and in compliance with these and with any instructions communicated by JUICY BIKES, the type of Product adapted to its needs and those of its Customers according to the usage planned by them and to their purpose.

The Buyer is reminded that, in the event of a resale, (i) it is bound by the legal warranties towards its Customer in its capacity as seller (whether express or implied), regardless of its relationship with JUICY BIKES, (ii) JUICY BIKES is not bound vis-à-vis the Customer by the legal or commercial warranties applicable between the Buyer and its Customer, and (iii) the Buyer remains solely responsible for its Customer for after-sales service operations.

9.2. Legal and commercial warranties

The terms and conditions of execution of the legal warranty of conformity, the legal warranty against hidden defects, and the commercial warranty granted by JUICY BIKES (hereinafter referred to collectively as the 'GTCW') to the Buyer are set out in JUICY BIKES's GTCW, annexed to these GTCS, and which the Buyer declares to have understood and accepted in their entirety.

9.3. Exclusions from the warranty

, JUICY BIKES shall not be liable for the Products failure to comply with any warranty under the GTCS in the event of (i) failure to pay in full the price of the Product; (ii) the defect arises due to fair wear and tear of the Products; (iii) the defect relates to natural colour change over time; (iv) the defect arises due to the negligence or fault of the Buyers or Buyer's Customer; (v) the Buyer or Buyer's Customer use the Products not in accordance with the Manuals (in particular incorrect settings) and/or the Specifications and/or not in accordance with their intended purpose and/or the applicable regulations; (vi) the defect arises because of the Buyer or Buyer's Customer's failure to maintain the Product properly; (vii) the defect is as a result of any modification or alteration, even minor, of the Product and/or its Specifications by a third party not authorised by JUICY BIKES; (viii) the defect arises due the combination of the Products with one or more components not specified by JUICY BIKES; (ix) the defect arise out of intervention by a third party not authorised by JUICY BIKES relating to a repair and/or any other operation on the Products; (x) the defect arise as a result of use of the Products in sports competitions or for professional/business use; (xi) the defect arises from opening of an electronic component box (battery, screen, motor, controller, etc.); (xii) the defect arises from continued use of parts that are cracked, broken or showing visible signs of impact; (xiii) a case of force majeure event, or (xiv) the defect was an apparent defect which should have been notified to JUICY BIKES in accordance with Article 8.1 and 8.2..

Article 10. RETENTION OF TITLE - TRANSFER OF TITLE

10.1. Without prejudice to the provisions of **Article 7.3.** of the GTCS relating to the transfer of risks, the Products sold

remain the property of JUICY BIKES until the fulfilment of all the obligations incumbent on the Buyer, and especially until payment of the full price in principal and incidental costs.

10.2. The Buyer must, immediately inform JUICY BIKES of any risk of infringement of its property rights over the Products (proceedings, seizure, requisition, confiscation, etc.) and shall indemnify JUICY BIKES for any costs, loss or damage it may incur as a result, up until the time it receives full payment of the price. It must also refrain from damaging and/or disposing of any Product until the price has been paid in full to JUICY BIKES. It undertakes to maintain the Products in satisfactory condition and keep them insured until the transfer of title, and to enforce JUICY BIKES's retention of title against third parties in all circumstances.

10.3. Failure by the Buyer to pay any sums to JUICY BIKES by any of the applicable due dates may result in the Products to which those sums relate being reclaimed by JUICY BIKES.

If the Buyer resells the Goods before JUICY BIKES receives payment for the Products: a) it does so as principal and not as JUICY BIKES's agent; and b) title to the Products shall pass from JUICY BIKES to the Buyer immediately before the time at which resale by the Buyer occurs, and all money received by the Buyer for such resales will be used by the Buyer immediately to pay the outstanding invoices it owes to JUICY BIKES

Article 11. TARIFF - PRICES

Product prices apply according to the price list in effect on the day the Order is placed, unless otherwise agreed with the Buyer by JUICY BIKES.

For any payment by cheque, fifteen UK pounds excluding tax (£15 excl. tax) processing fees will be invoiced per cheque.

The price list may be modified at any time by JUICY BIKES, and will be applicable to all Orders placed subsequently to said change.

All prices are exclusive of tax. The transport and handling costs are invoiced to the Buyer, in addition to the sale price, as indicated on the offers. All other costs, in particular related to customs duty, insurance, etc. are the responsibility of the Buyer.

Article 12. PAYMENT

12.1. The first Order, made when the Buyer Account is opened, is payable in full upon receipt of the Order Confirmation, under the terms and conditions provided for in **Article 12.6.** below.

12.2. Subject to the provisions of **Article 12.1** and **Article 12.10.** below, invoices are payable within 30 days of the invoice date by bank transfer.

12.3. Notwithstanding the provisions of **Article 12.1.**, the Buyer may choose to pay the total amount of the Order at the time of the Order.

No discount will be granted in the event of early payment.

- 12.4. In accordance with the provisions of **Article 6.1.**, JUICY BIKES may make the Order Confirmation conditional on the payment by the Buyer of a deposit (hereinafter referred to as the '**Deposit**').

The Deposit invoice is payable upon receipt. The balance will be invoiced by JUICY BIKES upon receipt of the Products by the Buyer and payable under the terms and conditions agreed in **Article 12.2.** above.

- 12.5. The corresponding invoice (i) for the total amount excluding tax of the Order or (ii) for the amount of the Deposit (**Article 12.4**) is payable on receipt.
- 12.6. The effective receipt by JUICY BIKES of payment of the total amount of the invoices referred to in **Article 12.1 and Article 12.5.** above by the Buyer within twelve (12) working days of receipt of this invoice will condition the execution of the Order by JUICY BIKES.

If payment is received after this period, JUICY BIKES will no longer be bound by any agreed delivery deadlines.

- 12.7. Invoices will be sent by email, and a hard copy will be provided to the Buyer upon request, at the rate in effect at the time of this request. The invoices can also be downloaded by the Buyer from the B2B Site.
- 12.8. If the Buyer fails to make a payment due to JUICY BIKES by the due date, then, without limiting JUICY BIKES's remedies, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Article 12.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 12.9. Any delay in payment on the agreed due date, whatever the cause, will automatically render payable all other invoices due, whatever the payment dates or facilities granted. JUICY BIKES may also suspend any other confirmed Order in progress until full payment of the due invoices and the suspended Order.

Unless JUICY BIKES agrees otherwise, in the event of settlement of payment of those invoices within fifteen (15) days of such invoices becoming due and payable under this Article 12.9, any subsequent Orders placed by the Customer will be payable in full with the Order, by ~~direct debit~~ or bank transfer (excluding any other means of payment) and the provisions of **Article 12.2.** above shall not apply to such payment. In addition, any invoices that have fallen due must be paid in full before any new Order.

In the absence of any new late payment for a consecutive period of six (6) months from the full settlement of overdue invoices, Orders placed by the Customer will be payable again according to the conditions provided for above.

- 12.10. JUICY BIKES reserves the right, in the event that it has debtor balances in the books of the Buyer, to invoke the

conventional offset between its debt and that of the Buyer, even if these debts are not yet payable.

Article 13. LIABILITY

- 13.1. JUICY BIKES sells standard Products, and it cannot be held liable for the unsuitability of the Product sold for the applications/uses intended by the Buyer and/or its Customers. The Buyer acknowledges it is their sole responsibility to ensure the Products purchased are fit for purpose.

- 13.2. Subject to Article 13.3, 13.4 and 13.5, JUICY BIKES undertakes to repair direct damage (excluding indirect, consequential and immaterial damage, such as loss of opportunity, etc.) that the Buyer might suffer in the event of JUICY BIKES's breach of an Order, due to its fault or that of one of its representatives.

- 13.3. Subject to 13.5, JUICY BIKES's total liability to the Buyer arising under or in connection with an Order, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the price paid by the Buyer to JUICY BIKES for the Products that are the subject of the dispute.

- 13.4. In any event, JUICY BIKES cannot be held liable in the event of any loss or damage incurred by the Buyer resulting from (i) a breach by the Buyer of any of its contractual obligations, and in particular in the event of refusal and/or failure of communication and/or incorrect communication of the information necessary for processing the Order, or taking into account the execution of the warranty referred to herein, or in the case of non-compliance with the terms of payment, including with respect to previous orders, (ii) the non-compliant use by the Buyer or Customer of the Products with their Specifications, the associated documentation, their purpose, the GTCS and/or the applicable legislation, (iii) the modification of all or part of a Product by a person not from JUICY BIKES or not approved by JUICY BIKES to carry out said modifications, (iv) the combining of all or part of a Product with a product not specified by JUICY BIKES, (v) the opening of an electronic box component not authorised by JUICY BIKES, (vi) a force majeure event, or (vii) negligence or fault of the Buyer.

- 13.5. Nothing in these GTCS limits any liability which cannot legally be limited, including liability for:

- 13.5.1. death or personal injury caused by negligence;
- 13.5.2. fraud or fraudulent misrepresentation;
- 13.5.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 13.5.4. defective products under the Consumer Protection Act 1987.

Article 14. CONFIDENTIALITY

The Buyer undertakes to comply with an obligation of confidentiality with regard to information concerning JUICY BIKES (in particular concerning the organisation, the commercial techniques, and the know-how of the Company) of which it is aware during the raising and/or the execution of an Order.

Article 15. FORCE MAJEURE

- 15.1. In case of an event, circumstance or cause beyond a party's reasonable control (a "force majeure event") the obligations of the Parties with respect to the Order will be suspended for the duration of the said force majeure event, and will resume thereafter.
- 15.2. The non-execution of an Order attributable to a force majeure event will not give rise to any right of recourse. If the occurrence of such an event prevents a Party from meeting its commitments, it undertakes to inform the other Party as soon as possible.
- 15.3. The Parties may freely terminate the Order in case of a force majeure event beyond sixty (60) days from its initial occurrence, without any Party being entitled to claim damages and interests.

Article 16. TERMINATION FOR BREACH

Without prejudice to the other provisions of the GTCS and to any damages to which the non-defaulting Party could claim, each Party may terminate an Order in the event of breach of the GTCS by the other Party of one of its obligations with respect to the Order

The termination will take effect automatically eight (8) days after the first presentation of a formal notice by registered letter with acknowledgement of receipt sent to the defaulting Party, and which has remained not remedied.

Article 17. INTELLECTUAL PROPERTY - PERSONAL DATA

- 17.1. JUICY BIKES owns or is vested with intellectual property rights (hereinafter referred to as the '**Intellectual Property Rights of the Company**') relating to (i) any communication medium in any form, on any medium and of any nature whatsoever (in particular promotional materials, or its website), commercial and technical documentation, user manuals, (ii) distinctive signs (in particular trademarks, logos, slogans) used by JUICY BIKES in the exercise of its activities, and/or (iii) the Products (in particular the intellectual property rights relating to the Products, such as any patents and/or design registration).
- 17.2. The Buyer acknowledges and accepts that the Order does not entail any assignment or concession for its benefit of all or part of the Company's Intellectual Property Rights, subject to the limited rights granted below.
- 17.3. Without the prior written consent of JUICY BIKES, the Buyer is not authorised (i) to reproduce and/or represent the elements referred to in **Article 17.1.**, and (ii) to declare and/or

file protection claims under intellectual property law before any authority whatsoever, including abroad, relating to all or part of these elements.

In particular, the Buyer undertakes, as a fundamental condition, not to make any use of the 'JUICY BIKES' or 'NEOMOUV' brands, without the prior, express and written consent of JUICY BIKES, except for information provided by JUICY BIKES for use by the Buyer as part of its advertising at the point of sale. The Buyer undertakes not to conceal or modify the distinctive signs affixed to the Products and the EABs, in particular by deletion or addition, without the prior, express, and written consent of JUICY BIKES.

The Buyer expressly acknowledges and accepts that the personal data collected by JUICY BIKES (*i.e.* any information relating to a natural person identified or who can be identified, directly or indirectly, by reference to an identification number or to one or more elements which are specific to them, hereinafter referred to as the '**Personal Data**') during the raising and execution of the Order will be subject to automated processing by JUICY BIKES in compliance with the applicable legal provisions, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as any other provision applicable to the protection of Personal Data (hereinafter referred to as the '**Applicable Regulations**'), for the management of customer and prospect relationships, as well as the execution of the Order, by the JUICY BIKES staff, its subcontractors, and service providers in charge of execution of the Order. In accordance with the applicable legal provisions, data subjects may oppose the collection and processing, and have the right to access, erase and rectify data concerning them, limitation of processing, and data portability, by contacting JUICY BIKES at the contact details at the bottom of these GTCS, as well as the right to lodge a complaint with a supervisory authority.

The Personal Data collected by JUICY BIKES relate to the surnames, first names, telephone number, and email address of the persons concerned.

The retention period of Personal Data may not exceed three (3) years after the end of the execution of the Customer's last Order. As part of the raising and execution of the Order, Personal Data may be communicated by JUICY BIKES to:

- any subcontractor presenting the appropriate guarantees with regard to the Applicable Regulations;
- any company controlled by JUICY BIKES, controlling the Company or under common control within the meaning of Article L.233-3 of the Commercial Code.

JUICY BIKES may be required to communicate all or part of the Personal Data to judicial authorities or competent administrations in application of applicable law or in the context of mandatory rulings. JUICY BIKES undertakes to

limit the communication of Personal Data to what is expressly and restrictively required.

Article 18. SCOPE OF GENERAL TERMS AND CONDITIONS

- 18.1. JUICY BIKES reserves the right to modify the GTCS at any time and without prior notification, said modification being applicable to any new Order, even related by any means whatsoever to a previous Order. It invites the Buyer to read these in their entirety before placing each of its Orders.
- 18.2. The fact that JUICY BIKES does not avail itself at a given time of any one of the provisions of the GTCS, cannot be interpreted as a waiver of the right to avail itself subsequently of said provisions of the GTCS.
- 18.3. If one of the clauses of these GTCS is considered to be invalid, illegal or unenforceable for any reason whatsoever, only the clause(s) in question will be deemed deleted/unwritten, but that shall not affect the validity and enforceability of the rest of the GTCS

Article 19. CLAUSE ATTRIBUTING JURISDICTION

All litigations and disputes relating to the conclusion, validity, interpretation or execution of the GTCS, Orders, and resulting sales contracts will fall under the exclusive jurisdiction of the courts of England.

Article 20. APPLICABLE LAW

- 20.1. These GTCS, the Orders, and the resulting sales contracts are subject to and shall be governed by and construed in accordance with English law. The Parties expressly exclude the application of all of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

Date and signature of the Buyer: