

ARTICLE PREMIER – SCOPE

These general terms and conditions of sale constitute the sole basis for commercial relations between the parties, pursuant to article L 441-6 of the French Commercial Code.

Their purpose is to define the terms and conditions under which BIHR SAS with a capital of €500,000 whose head office is located at ZI Parc 3 – 7 rue Robert Schuman - 68870 BARTENHEIM – France - incorporated in the Trade and Company Register of MULHOUSE under n° B 320 671 233.

"The Company" supplies professional purchasers working in trade and/or in repairs who so request, namely "The Customer" or "Customers", accessories and component parts for 2-wheeled vehicles, tricycles (TM) and quadbikes (QM) grouped together under the abbreviation TQM, namely "The Products", via the Company's website, through direct contact or via hardcopy on paper, throughout the entire world. The terms herein apply without any time limit, without restrictions nor reservations to all sales concluded by the Company with Customers of the same category, whatever clauses may be written on the Customers' documents and in particular the Customers' general terms and conditions of purchase.

The general terms and conditions of sale herein are accessible on the Company's website and are systematically communicated to all Customers who so request in order to enable them to place orders with the Company.

Any and all orders of Products imply that the Customer accepts these general terms and conditions of sale. Customer information may be sent to them by email once Customers have provided their email addresses.

Information given in the Company's catalogues, brochures and price lists are given for information purposes only and can be revised at any time.

The Company may rightfully make any modifications it deems pertinent.

Pursuant to the regulations in force, the Company reserves the right to make exemptions from certain clauses herein by drawing up Special Terms and Conditions of Sale following negotiation with the Customer.

2. ORDERS

2.1 Sales are not concluded until the Customer's order has been expressly accepted in writing by the Company. Orders must be confirmed via an electronic document by means of an order form duly signed by the Customer.

2.2 The Customer's orders are deemed firm and definite as soon as they have been placed. The Company draws the Customer's attention to the fact that any online order containing errors or omissions in the data entered may lead to errors in the execution of the order for which the Company can in no case be accountable.

2.3 Should a product not be available due to being out of stock or withdrawn from the catalogue, this shall not lead to the overall order being cancelled, with the exception of the unavailable Product, and shall not give rise to any compensation.

2.4 Any order for amounts of less than 20 euros excluding VAT for products which can be delivered at the time the order is placed, shall give rise to processing costs of 5 euros excluding VAT, except for orders entered by the Customer on the Company's web platform.

2.5 Excepting the Company's express, prior agreement, no modification to the Customer's firm and definite order can be taken into account by the Company.

3. DELIVERIES

3.1 The carrier most adapted to the Customer's needs shall be designated by the Company.

3.2 Delivery deadlines are given for information purposes only and run from the date the order is validated.

3.3 In no case may a late delivery lead to the sale being cancelled. If an imperative deadline is agreed to, the Company undertakes to respect it. Should it be impossible to do so, the Company shall immediately inform the Customer thereof and set a new date, without the Customer being able to claim compensation for any reason whatsoever. The Company's liability cannot be incurred in the event of a late delivery or deferral of the delivery attributable to the Customer or in the event of *force majeure*.

3.4 No compensation may be claimed if a product cannot be delivered:

- following an unforeseeable stoppage in manufacturing,
- in cases where the terms of payment stipulated on our order form have not been respected by the Customer,

- in cases where the information required to execute the order has not reached us in time, or for any other event of late delivery or deferral of the delivery attributable to the Customer,

- if the late or non-execution of the order is due to a case of *force majeure* and in particular in the case of strikes, accidents, fire, natural disasters and the impossibility of receiving supplies or any other circumstances beyond our control.

3.5 Even if our Products are dispatched carriage paid, they travel exclusively at the risk of the Customer. It is up to the Customer to check the goods upon reception and, if necessary, to exercise any recourse against the carrier. When the products are handed over by the carrier, the Customer must carefully inspect the packages and note down any reservations on the delivery note after clearly stating the date. Reservations must be addressed to the carrier whose name is mentioned on the shipping document by recorded delivery letter with acknowledgement of receipt within 3 days.

The Customer shall address a copy thereof to the Company within the same timeframe. Any package damaged during shipment and refused by the Customer must be handed back to the carrier at the time of delivery. Should the package be returned at a later date, the costs of sending the Products back shall be payable by the Customer. Any claim not entered within the timeframe mentioned hereabove waives the right to any action against the carrier pursuant to article L. 133-3 of the French Commercial Code.

3.6 The Customer hereby acknowledges that it is the carrier's duty to make the delivery and that the Company is deemed to have fulfilled its obligation of delivery once it has given the ordered Products to the carrier who accepted them without reservation. The Customer therefore cannot take out any action against the Company to enforce a guarantee should the Products ordered not be delivered, or claim for any damage to the Products during shipment or unloading.

3.7 Should the goods be refused without any justification, the Company reserves the right to claim compensation amounting to 50 euros excluding VAT from the Customer, in addition to the carriage costs, in order to cover administrative costs.

4. RETURN OF GOODS

4.1 Returning goods is subject to the prior, written agreement of the Company solely in the event of a patent defect or the non-conformity of the Products delivered, where this has been duly stated by the Company.

4.2 Exceptionally, no return shall be accepted by the Company for Products that have been ordered by the Customer in the frame of a special order, or Products sold within the frame of special campaigns, or quoted as "Products withdrawn from the range and only available until they are out of stock".

4.3 The only goods which may be returned are new goods, in a perfect state, wrapped in their original packaging. They must not have been subject to any damage by the Customer, its personnel or third parties. No damaged Product returned shall be accepted.

4.4 Without prejudice to the measures to be taken with the carrier, claims for patent defects or the non-conformity of the Product delivered in relation to the Product ordered or listed on the shipping note, must be formulated within 30 calendar days from the delivery of the Product. It is up to the Customer to supply all justifications as to the existence of the defects or anomalies observed. The Customer is bound to give the Company the possibility of proceeding with the statement of these defects and finding a solution thereto. The Customer shall not intervene in the process nor bring in a third party to this effect. Beyond this period of 30 days, the Company's warranty no longer covers patent defects or the non-conformity of Products delivered.

4.5 Unless they should present a defect attributable either to the Company or the manufacturer, returned goods accepted by the Company shall be subject to a fixed restocking invoice set at €12.00 excluding VAT per order pertaining to the Product(s) returned, with returned goods being carriage paid for Customers located in mainland France.

4.6 When the Company has signed a deferred payment agreement with the Customer, the return of goods shall lead to a credit note being issued which shall be deducted from the next payment instalment, excluding any compensation. However, in the case of payment with the order, the returned goods shall be reimbursed by bank transfer, excluding any compensation.

5. OWNERSHIP CLAUSE

5.1 The Company shall remain the owner of the Products delivered until all the supplies have been paid in full with reference to the order, so that the Products sold cannot be

considered as security should the Customer have any creditors.

In order to avail itself of this clause, the Company merely has to inform the Customer of its formal desire to recover the goods by recorded delivery letter with acknowledgement of receipt sent to the Customer, or if necessary through an agent appointed by the Court. Should the Customer sell the products on to a third party, it shall transfer to the Company all the accounts receivable from which it profits through the sale to the purchasing third party. The right of ownership shall be maintained over the debtor's dues with regard to the sub-purchaser or to any insurance compensation replacing the goods. The integration of the Product covered by this ownership right into another object shall not hinder the Company's rights when these goods can be separated without incurring any damage.

If part of the price has already been paid, this proportion of the price shall remain the property of the Company, notwithstanding the recovery of the Products under the ownership clause, in compensation for the prejudice incurred due to the Customer's non-performance of the contract.

5.2 It is nonetheless expressly stated that the Customer shall be liable for the goods in its possession as soon as they are materially delivered, the transfer of possession entailing the transfer of risks. Consequently, the Customer must insure the Products ordered at its cost with the Company as beneficiary until ownership is fully transferred, and provide the supporting documents thereof upon delivery of the Products. Failing this, the Company may rightfully defer delivery until such supporting documents are provided.

6. PRICE

6.1 The prices are quoted in euros, excluding VAT and dispatching and carriage costs.

6.2 The prices indicated in all the price lists issued by the Company are given for information purposes.

6.3 They may be modified at any moment without prior notice according to fluctuations in monetary values or increases imposed by the supplier. The price invoiced to the Customer is the current price at the time the order is registered.

6.4 The prices are quoted net excluding VAT, ex-warehouse, excluding any dispatching, carriage and packaging costs which are payable in addition. They do not include carriage costs nor any customs duties or insurance which remain payable by the Customer.

6.5 Special price terms may be applied according to the specific requirements of the Customer, in particular concerning the delivery terms and deadlines and payment terms and deadlines. In this instance, the Company shall address a special commercial offer to the Customer.

7. PAYMENT

7.1 Invoices are payable in cash, by bank transfer or by accepted bank card. The Company does not accept any payment by cheque. In the case of online payment, the Customer assures the Company that it has the necessary authorisations to use the means of payment selected.

7.2 No discount shall be granted in the case of payment before due date. No delivery shall be carried out until the payment has been received, notwithstanding an agreement resulting from payment into an account, as quoted in an article 7.3 herebelow.

7.3 Any mode of payment other than at the time the order is placed, presupposes the opening of an account with the Company and the prior, written acceptance without any reservations, of our general terms and conditions of sale.

7.4 Should the order envisage the possibility of deferred payment, either by letter of credit not subject to acceptance, or by direct debit, it is agreed that failing the payment of a single instalment, all the amounts remaining owing by the Customer become rightfully and immediately payable without any formality, nor prior formal notification.

7.5 Any non-payment of an order may lead to the suspension of all orders in process. A set compensation amounting to 40 euros shall be rightfully owed by the Customer to cover collection costs in the case of late payment, without prior notification being necessary. The Company reserves the right to request the Customer to pay additional compensation should the collection costs incurred exceed this amount, upon presentation of the supporting documents.

7.6 Any late payment, for any reason whatsoever, shall rightfully generate interest from the due date quoted on the invoice, at the rate of interest applied by the European Central Bank for its most recent refinancing operation incremented by 10 percentage points in accordance with Article L.441-6 of the French

Commercial Code until the amounts owing have been paid in full.

7.7 Should the Customer's shortcomings make it necessary for the Company to initiate litigious or in-court proceedings for the recovery of debts, in addition to the payment of the principal amount, interest, expenses and ancillary costs, the Customer must pay compensation to the Company set at 15% of the principal amount of the debt including VAT as contractual and fixed damages, not including any compensation allocated under Article 700 of the French Code of Civil Procedure or an equivalent text, and the expenses and costs of the legal proceedings.

8. OUTSTANDING ITEMS

Outstanding items are Products ordered but not available in stock.

All outstanding items are maintained for 7 calendar days from the time a fax or e-mail is sent to request confirmation of the outstanding items. Beyond this deadline, the outstanding Products are automatically cancelled and must be ordered anew. Special orders are excluded from the outstanding items clause.

9. CLAIMS FOR HIDDEN DEFECTS

In order to put forward a claim on discovering a hidden defect, the Customer must inform the Company thereof in writing within a maximum period of 3 days from discovering said hidden defect for such claim to be valid.

10. THE COMPANY'S LIABILITY

10.1 In all cases, should the Company's liability be retained following a sale for any reason whatsoever, total compensation may not exceed an amount equal to the price of the Product in question. Any other express or tacit warranty and/or liability is excluded by the Company. The replacement of faulty Products shall not extend the period of the warranty set hereabove.

10.2 The Company's liability can only be incurred for any damage for which it is directly and personally responsible for, without any commitment jointly or severally with third parties, notably the manufacturer of the Product and/or the Customer and/or the final purchaser and/or any person replacing or acting in substitution thereof, who has participated in the prejudice.

10.3 In the event of a fault proven by the Customer, the Company shall only be bound to make good any direct and foreseeable loss arising from the performance of this contract. Consequently, the Company may not in any case be liable for any indirect and/or unforeseeable loss or damage incurred by the Customer or third parties, which notably includes any loss of business, loss, inaccuracy or corruption of files or data, commercial prejudice, loss of turnover or profits, loss of clientele, loss of opportunity or the cost of obtaining a substitute product, service or technology in relation to or stemming from the non-execution or faulty execution of the sale.

10.4 The Company's liability cannot be incurred if the Products are subjected to negligence or faulty maintenance on the part of the Customer or the final purchaser, or in the case of normal wear and tear of the Product or cases of *force majeure*, or if the Products have been used under conditions other than those for which they were manufactured, in particular in the case of not respecting the conditions laid down in the instructions for use. The Company's liability cannot be incurred in the case of damage or accident resulting from a shock, fall, faulty monitoring and/or any transformation to the Product.

10.4 Should the Company be required to carry out maintenance, repairs, modifications or any other work on parts entrusted to the Company by the Customer, it declines all liability for all prejudice and damage which said parts may later incur and which do not stem from an act by the Company, but from an act by the Customer or a third party (such as not following the assembly instructions, assembly or reassembling work carried out by an unqualified person etc.).

10.5 Some parts distributed by the Company are designed to enhance the performance of vehicles used exclusively for competition purposes. Consequently, these parts may affect the specifications of the vehicle in terms of its approval on national territory and therefore make it inappropriate for use on roads. The Company may not in any case be held liable at any time or in any way whatsoever for such modifications or the use of a modified vehicle with the aim or the effect of rendering it non-conform in relation to the administrative regulations which are normally applicable.

11. WARNING TO PROFESSIONAL SELLERS

Driving on public highways or places open to the circulation of public traffic or open to the public with a moped, motorcycle, motorised tricycle or motorised quad bike not subject to type approval is punishable by a fine of the fifth category. The sale, transfer or leasing of such vehicles to people underage is strictly prohibited, as is hiring them out or making them available to minors under the age of fourteen years, except in the case of approved sports clubs or associations (Art. L321-1-1 of the French Highway Code).

Pursuant to French Decree n° 2009-911 of 27 July 2009, a CHARTER RELATING TO THE TERMS AND CONDITIONS OF SALE, TRANSFER, HIRING AND USE OF NON-APPROVED MOTORISED MACHINES must be clearly and legibly displayed on trading premises and a copy must be remitted to any person purchasing or hiring such vehicles.

Pursuant to the French Decree n° 2010-44 of 12 January 2010, every professional must make sure that the wording "strictly forbidden to drive on public highways" is featured on the vehicles concerned in a legible, visible and indelible manner.

12. VALIDITY

Should one of the terms herein become void or be cancelled, this shall not affect the other clauses which shall not be cancelled and shall continue to apply.

13. AGREEMENT OF PROOF

All the data contained in or stemming from the Company's computing database notably in relation to the Customer's orders and payments shall be good evidence between the parties until proof to the contrary.

The Customer expressly accepts that an invoice may be issued by electronic means and not as a hardcopy and that it is valid as an original invoice. In all cases, excepting in the established event of faults in or corruption of the Company's computing system, the Customer expressly waives the right to invoke the nullity or non-binding nature of their transactions on the grounds that they were conducted via an electronic system.

14. APPLICABLE LAW – JURISDICTION

These general terms and conditions of sale and all sales concluded by the Company are governed by French law. They are drafted in the French language. Should they be translated into one or more languages, the French text alone shall be valid in the case of dispute.

EXCEPTING A SETTLEMENT OUT OF COURT, ALL DISPUTES ARISING FROM THIS CONTRACT RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, CANCELLATION, AND THE CONSEQUENCES THEREOF SHALL BE REFERRED EXCLUSIVELY TO THE JURISDICTION OF THE COURT OF MULHOUSE.

Write by hand "read and approved without any reservations"

On _____ (date)

At _____ (town & country)

Customer's signature and stamp: