

GENERAL TERMS AND CONDITIONS OF PURCHASE

{Last updated: January 5th, 2023}

1 - Parties: "AAE" means Atelier Alain Ellouz, SAS. and/or, as applicable, its US affiliate, Atelier Alain Ellouz, Inc. as identified on the face of the Purchase Order (as defined below). "Seller" means the party to whom the Purchase Order is submitted, as identified in the Purchase Order.

2 - Acceptance: Seller acknowledges and agrees that these Terms and Conditions are incorporated in, and are a part of, this contract and each Purchase Order, release, work order, shipping instruction, specification and other document, whether expressed in written form, by electronic data interchange or other tangible format, relating to the Materials to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). Seller acknowledges and agrees that it has read and understands these Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these Terms and Conditions) which Seller proposes will be deemed to be rejected by AAE except to the extent that an authorized employee of AAE expressly agrees to accept any such proposals in a formal writing.

3 - Product Supply:

(a) Seller shall provide best efforts to diligently supply the materials (the "Materials") set forth in AAE's purchase order ("Purchase Order") immediately upon receipt of a Purchase Order and according to the terms of this Contract and the applicable Purchase Order. AAE shall not be deemed to have contracted for any Materials unless and until a Purchase Order is issued and accepted by Seller in writing or by email. Notwithstanding the foregoing, by entering into this Contract, Seller is deemed to accept all Purchase Orders that comply with the terms and conditions contained herein. In the event of any inconsistency or ambiguity between this Contract and any Purchase Order, the Purchase Order shall prevail and control. No terms or conditions submitted by Seller that are in addition to, different from or inconsistent with this Contract, including those contained in any Seller quotation, invoice, acceptance or acknowledgement of Purchase Order or other instrument, shall be binding upon AAE unless specifically and expressly agreed in a writing signed by a duly authorized executive officer of AAE.

(b) In consideration of the continuing support and trust of AAE towards Seller over the last years, Seller shall use best efforts to ensure an uninterrupted supply of the Materials to AAE, and fulfill any and all Purchase Order during a minimum period of the earlier of four years (48 Months) as of the last Purchase Order received and accepted by Seller and or the date of December 31st, 2028. If Seller is unable to supply the Materials in accordance with the terms of this Contract due to a case of Force Majeure only, then AAE may cancel outstanding Purchase Orders without liability to Seller and source the Materials from a third party, including from Seller's competitors. Seller will be responsible for and will pay AAE all incremental and increased costs associated with sourcing Materials from an alternative Seller, including supply chain cost differentials.

(c) AAE shall provide reasonable commercial efforts to continue ordering materials from Seller, without any exclusivity whatsoever, but AAE cannot and therefore does not hereby guarantee any minimum level of purchases, or that it will necessarily acquire any, or all, of its requirements of the materials from Seller. Nothing herein shall prevent AAE from obtaining from a third party and/or independently providing Materials that are the same as or similar to the Materials provided hereunder.

4 - Payment: As consideration for the Materials, AAE shall pay the amount specified in the applicable Purchase Order(s). Seller represents that the prices and terms for the Materials are no less favorable to AAE than Seller currently offers to any other customer for the same or similar Materials. All invoices must reference the applicable Purchase Order number and must be submitted in duplicate. AAE reserves the right to return all incorrect invoices. Unless stated otherwise in a Purchase Order (but not in a Seller's invoice), AAE shall pay all correct invoices within sixty (60) days of the date acceptable invoices are received, provided the goods and Materials are conforming to the Purchase Order and/or any ancillary product specifications communicated to Seller.

5 - Taxes: Seller shall be solely responsible for and pay any taxes or other assessments required to be paid by Seller in connection with Seller's performance under this Contract or any Purchase Order; provided, however, that if Seller is charged and required to pay any state, provincial or local sales or use taxes in connection with any transaction hereunder, AAE will reimburse Seller for such tax unless AAE advises Seller that an exemption applies. Seller will provide AAE with any necessary supporting documentation to claim a reimbursement for any sales or use tax.

6 - Shipping; Risk of Loss. Shipping instructions furnished by AAE shall be strictly complied with and shall be considered a part of this Purchase Order. Seller shall endeavor to provide AAE at a 5-business day notice prior to the delivery of any Materials. Any provisions for delivery of Materials by installment shall not be construed as making the obligations of either Party severable. Risk of loss or damage shall remain with Seller until the conforming Materials are physically delivered to and received by AAE in accordance with AAE's instructions, unless otherwise agreed to in writing by AAE.

7 - Inspection: AAE (or AAE's designated agent or customer) shall have the right, but not the obligation, to inspect goods and services at times and places designated by AAE before, during or after delivery or performance. If an inspection takes place at the premises of Seller or its suppliers, Seller shall provide, at Seller's expense, all reasonable facilities and assistance to such inspectors.

8 - Changes: Upon reasonable notice to Seller, provided the Materials are not yet produced or manufactured, AAE shall have the absolute right to make any changes in the items, quantities or other information incorporated in this contract, Purchase Order, methods of shipment or packing, and time of delivery. The price and delivery schedule, if any, shall be adjusted if and to the extent necessary to reflect the impact of such changes, and this Contract or the related Purchase Order shall be modified accordingly.

9 - Confidentiality:

(a) It is understood that AAE may disclose confidential or proprietary information to Seller under this Contract and any related Purchase Order, especially regarding to AAE's proprietary designs and/or product specifications. "AAE Confidential Information" shall therefore include, but not be limited to, any business, financial, product or customer information, including product design and specifications (whether copyrighted and copyrightable or not), manufacturing specifications, along with any information identified by AAE as confidential. Seller, in good faith, formally agrees not to disclose AAE Confidential Information to any third party and will use such information only as is necessary to perform its obligations under this Contract, and not with a view to share or use the same for its own benefit, the benefit of any affiliate entity or person or any third party. Upon the expiration or termination of this Contract for any reason, Seller will promptly notify AAE of all AAE Confidential Information in Seller's

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possession and will promptly deliver to AAE all such AAE Confidential Information. AAE may also request that Seller provide a written notice of compliance with this Section 9(a) at any time during the term of this Contract and or as a condition precedent to any payment obligation of AAE hereunder, at AAE sole discretion.

(b) Seller, in good faith, formally agrees not to copy, alter, decompile, disassemble, reverse engineer, or otherwise modify (except with AAE's prior written consent) or directly or indirectly disclose or any AAE Confidential Information or use AAE's Confidential Information for its own benefit, the benefit of any affiliate entity or person or any third party. Without limiting the scope of the foregoing, Seller agrees to limit its internal distribution of AAE Confidential Information to its employees who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and agents of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care, to prevent the unauthorized use or disclosure of AAE Confidential Information. Seller further agrees not to use the AAE Confidential Information except in the course of performing hereunder and will not use such AAE Confidential Information for its own benefit or for the benefit of anyone other than AAE. The mingling of the AAE Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller acknowledges that AAE has invested considerable time and financial resources in its products specifications and design, and therefore Seller formally agrees not to design or manufacture any materials which incorporate, in whole or in part, any AAE Confidential Information, except at the request of AAE.

10 - Term; Termination: AAE may terminate this Contract upon written notice to Seller if Seller fails to perform or breaches any of Seller's obligations under this Contract, files a petition in bankruptcy, becomes insolvent, or dissolves. Additionally, AAE may terminate this Contract for any other reason and for convenience purposes, upon sixty (60) days' written notice to Seller. Seller may terminate this Contract upon 60 days' written notice if AAE breaches any of AAE's obligations under this Contract, provided that Seller shall in all instance mail a formal notice of breach to Seller within 10 calendar days of said breach and AAE shall have failed to cure the same during a cure period of no less than 30 business days.

11 - Indemnity: Seller shall indemnify, hold harmless, and defend AAE, its officers, directors, agents and employees, against all claims, liabilities, damages, losses and expenses, ("Liabilities") including attorneys' fees and cost of suit arising out of or in any way connected with the Materials provided under this Contract, including, without limitation, for any personal injury, illness or death to any person or damage to any property or claim or other assertion of Liabilities or potential Liabilities by any person or any other loss or damage of any kind whatsoever, to the extent such Liabilities are caused by, arise out of, or are connected in any way with: (a) any breach by Seller of any of Seller's obligations, covenants, undertakings, representations or warranties under this Contract or any Purchase Order; (b) any act or omission of Seller, its personnel, or its agents; (c) the Materials; and (d) any claim by a third party against AAE alleging that any Product provided under this Contract, infringes a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other materials or processes. Seller shall not settle any such suit or claim without AAE's prior written approval. Seller shall have no obligation to indemnify Liabilities that are caused solely by the negligence or willful misconduct of AAE. Seller's indemnification obligations will not be affected by any insurance Seller is required to maintain pursuant to the terms of this Contract or any Purchase Order. Every exemption, limitation, defense, immunity, indemnity or other benefit contained in this Contract or otherwise to which AAE is entitled will be held by AAE to the benefit of, and will extend to protect, AAE's affiliate entities, any of its directors, officers, employees, agents, contractors and subcontractors.

12 - Remedies: Without limiting any other remedy available to AAE pursuant to this Contract, a Purchase Order or otherwise, if in the reasonable opinion of AAE, the Materials are not in accordance with the requirements of this Contract (including, without limitation, the relevant specifications provided in connection with any related Purchase Order) or if Seller is otherwise in breach of any of its covenants, representations and/or warranties, Seller will, at the election of AAE, and at Seller's cost (including any relevant transportation and labor costs): (a) either replace or repair the Product to AAE's satisfaction; or (b) without limiting the foregoing, pay an amount of damages if claimed by AAE, upon presentation of a reasonable itemization of costs. Such costs may be subject to reasonable audit or review by Seller with the limited purpose of verification of the particular claim. If a Product must be removed from other pieces of AAE's product(s), AAE may remove such Product and make it available to Seller in lieu of allowing Seller to do so, but all costs of removal, whether performed by AAE or Seller, will be borne by Seller. If Seller states or by its actions indicates its inability or unwillingness to comply with a request to replace or repair a Product or re-perform a service, then AAE will have the right to suspend further delivery of Materials without liability to Seller and source the Materials from a third party Seller in which event Seller will be responsible for and will pay AAE all incremental and increased costs incurred by AAE, including materials and supply chain cost differentials.

13 - Insurance: Seller is solely responsible for maintaining such adequate insurance as is required by law or as is common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide AAE with certificates of insurance or evidence of coverage. Seller shall also provide adequate coverage for any AAE property under the care, custody or control of Seller. The purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

14 - Lien and Bond Waivers: Seller shall make prompt and timely payment of any debts or liabilities incurred by Seller in connection with this Contract. Seller at its sole cost shall obtain the prompt release of any bond, mechanic's or materialmen's lien or any similar lien or claim. Seller hereby waives all claims or bond rights against AAE arising from debts and liabilities incurred by Seller in the performance of this Contract. The final payment owed to Seller by AAE under the terms of this Contract shall be contingent on full release of any outstanding liens. It is also hereby understood and agreed that any and all materials purchased by AAE hereunder shall be free from any Seller's lien and/or reservation of title whatsoever.

15 - Warranties: Seller represents, warrants and covenants that (a) it has good title to the Materials and the right to transfer title to the Materials free and clear of any lien, claim or other encumbrance of any kind; (b) all Materials will conform to all relevant specifications that may be provided by AAE, and to any samples, drawings and descriptions furnished by Seller relating thereto; (c) all Materials will be new (unless otherwise disclosed by Seller and accepted or specified by AAE) and fit for their intended uses; (d) all Materials will be strictly free from any defects or faults of any kind in design, materials and workmanship for a period of the earlier of twelve (12) months from the date of first use by AAE or eighteen (18) months from the date the Materials are received by AAE at AAE's delivery point; (e) all Materials and their use, manufacture, sale, distribution, or other commercialization do not and will not infringe, misappropriate or violate the intellectual property rights of a third party. Seller shall make available to AAE (by assignment or otherwise) all manufacturers' warranties provided with respect to the Materials. All of the foregoing warranties of Seller shall survive any delivery, inspection, acceptance or payment and shall run to AAE and/or its customers and users of the Materials.

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16 - Set-Off. In addition to any right of setoff or recoupment provided by law, AAE shall have the right at any time to set-off any amount owed by Seller, or any of its affiliates, to AAE or any of AAE's affiliates against any amounts due and owed to Seller under this Contract or any Purchase Order.

17 - Limitation of Liability. IN NO EVENT SHALL AAE BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT OR ANY PURCHASE ORDER, WHETHER OR NOT AAE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL AAE BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY AMOUNT ABOVE ANY UNPAID MONNIES UNDER A PURCHASE ORDER.

18 - Dispute Mitigation and Resolution:

(a) If a dispute arises out of or relates to this Contract or its breach, the Parties shall endeavor to settle the dispute through direct discussion. Within ten (10) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute. Disputes between the Seller and AAE not resolved by direct discussion shall be submitted to mediation pursuant to the applicable Mediation Rules of the American Arbitration Association ("AAA"). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution. If the matter is unresolved after submission of the matter to mediation, the dispute shall be submitted to the AAA and arbitrated using the current applicable Industry specific (if any) Arbitration Rules of the AAA. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, at the sole discretionary option of AAE, in the event of a material breach of Seller's covenants under Section 9 or 15 hereunder, AAE may elect to refer the dispute to the exclusive jurisdiction of the state or federal courts of the State of New York, County of New York; and the parties hereto hereby formally agree that New York Law shall apply to this Contract. The Parties further agree that the terms of the United Nations Convention (Vienna Convention) on Contracts for the International Sale of Goods shall not apply to this Contract or the obligations of the Parties hereunder.

(b) The venue of any binding dispute resolution procedure shall be in the city of New York, County of New York, NY, USA unless the Parties agree on another mutually convenient location.

(c) The remedies provided AAE herein shall be cumulative and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

19 - Assignment; Waiver: Seller may not assign or transfer this Contract or any of Seller's rights or obligations under this Contract, without the prior written consent of AAE. This Contract shall inure to the benefit of, and be binding upon, the successors and assigns of AAE without restriction. A waiver of any default hereunder or of any term or condition of this Contract shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.

20 - Survival of Obligations: Any obligations and duties which by their nature extend beyond the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

22 – Survival; Severability; Electronic signature: Clauses 5, 9, 11, 12, 14, 15 17 and 18 shall survive the termination of this Contract. In the event any provision of this Contract shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. This Contract, and any Purchase Order related to this agreement, and related documents entered into in connection therewith are deemed signed when a party's signature is delivered by facsimile, email, or other electronic medium (including for practical purposes DocuSign, e-signature or the like). These electronic signatures must be treated in all respects as having the same force and effect as original signatures.

– Last Updated January 5th 2023 –

(Applicable to any and all purchase order processed from the effective date above)