

General terms and conditions

ARTICLE 1. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

The general terms and conditions (hereinafter referred to as « General terms and conditions ») shall apply to the relationship between the parties as defined in the provisions of the commercial law. The professional User agrees with General terms and conditions without reservation. They are available on the Platform via a hyperlink.

It aims to define the conditions where the Kadensis SAS company provides to the professional Users in the field of car parts an online marketplace operated by the PARTAKUS company enabling to sell and/or purchase automotive products and services (hereinafter referred to as « Products and services » or « Products and/or services »).

The marketplace, available online via the www.hub.partakus.com website, and via any subdomain name attached to the said website, and via mobile device applications (hereinafter referred to as the « Platform »), is a digital platform where the Users are selling and purchasing car Products and/or Services. The access to the Platform and to its functionalities is the Service provided by PARTAKUS (hereinafter referred to as the « Service »).

The Platform allows the users (hereinafter referred to as the « Users ») to sell and/or purchase Products and services:

- The Users which sell their Products and services are designated in the present General terms and conditions as the « Sellers »;
- The Users which purchase Products and services are designated in the present General terms and conditions as the « Buyers ».

The order placed through the Platform sets up a binding contract between the Buyers and the Sellers, to which PARTAKUS is not party in so far as it acts only as a simple intermediary.

All Information in the catalogs, folders and advertisement relating to the prices of the PARTAKUS company are provided for information purposes only. All information may be amended at any time and PARTAKUS may proceed to any modification.

PARTAKUS is entitled to set up categorical and/or particular and/or sectoral terms and conditions at its convenience. The said categorical and/or particular and/or sectoral terms and conditions are special and they are intended to be applied to all Users.

When particular/categorical/sectoral terms and conditions are set up between PARTAKUS and the Seller and when the settlement of the deal follows a negotiation, PARTAKUS reserves to itself the right to derogate to certain provisions of the General terms and conditions, in accordance to the regulations in force.

The digital logs stored in the information systems of PARTAKUS for security reasons will stand as evidences of exchanges and of orders that occurred between the Parties. The storage of the order forms and the invoices is performed on a reliable and durable support that can be produced as evidence.

ARTICLE 2. ORDERS



To benefit from the Service, the Buyer can order directly on the Platform the Products and/or services selected following the process established in the present General terms and conditions.

The order is placed by the Buyer directly to the attention of the Seller and in consequences, PARTAKUS acts as intermediary and not as a Party to the deal.

The orders are placed via:

- Entering a text; - Entering a voice message and/or a photography;
- Entering a licence plate of a vehicle by scan.

The Buyer and the Seller declare that they are fully informed about those terms of ordering and they agree with it.

ARTICLE 3 - PRICES OF THE PRODUCTS AND SERVICES PROVIDED BY THE SELLERS

The Products and/or services are sold at the current rates of the day of the order and they have been priced by the Sellers. They are detailed in the summary order established by PARTAKUS for the order and accepted by the Buyer, in accordance with the process described within the article 2 of these General terms and conditions. The prices are entirely defined by the Sellers.

The prices are displayed all taxes included. They don't include the eventual additional costs, as shipping or transportation costs. The latter are specified during the order process.

ARTICLE 4 - SUPPLY OF PRODUCTS AND/OR SERVICES ON THE PLATFORM

The provision of Products and/or Services is restricted to the Users.

4.1 Access to third party services

The Platform provides an access service to showcase websites that belong to third Sellers to the Users, when the said websites are likely to provide parts that are requested through the Order on the Platform.

In such a case, it is recalled that the User fills its own personal access codes to the distributors databases which are not Users of the Platform, different from its access codes as a User.

Each User remains the only and the unique liable person for the access codes to the databases referenced on the Platform, of its compatibility and its portability on the Platform, especially regarding the general terms and conditions and/or terms of use of third parties.

Each User remains the only and the unique liable person in relation with the integration and the use of other User's data filled on its own Platform account.

Any damage resulting from improper use of the said codes or from an illegal use of the codes is liable to the User.

PARTAKUS is not liable in the case of the operation leads to any damage, direct or indirect, for any User or third party.

4.2. Deliveries

Deliveries are performed pursuant to the process detailed within the General terms of use that are directly available on the Platform.

ARTICLE 5 - PRICES OF THE SERVICE PROVIDED BY PARTAKUS

5.1 Monthly subscription

The Service is provided to the Buyers in the return of the payment of a subscription. The amount of the subscription depends on the current rates of the day of the order and it is set by PARTAKUS.

Prices are displayed all taxes included and are available on demand to PARTAKUS which commits itself to communicate its particular/categorical/sectoral terms and conditions.

5.2 Commission

The Service also gives rise to the payment of a commission (hereinafter referred to as the « Commission ») which the amount is the current rate of the day of the order and it is set by PARTAKUS.

The amount of the Commission is communicated to the User within the particular/categorical/sectoral terms and conditions provided by PARTAKUS to the User who requests it.

The amount of the Commission is specified to the Buyer in the monthly invoice that is issued by the Kadensis SAS company. It is calculated following the deals that took place during the period from the first day of the month at midnight (00h00) to the last day of the month at fifty-nine minutes past eleven (11h59).

It is paid to the Kadensis SAS company once the Buyer has confirmed and when he has paid its order, according to the invoice issued by the Kadensis SAS company.

ARTICLE 6 - TERMS OF PAYMENT OF THE SERVICE OF PARTAKUS TO KADENSIS

6.1 Terms of payment of the Service

The User requests the creation of its customer account to PARTAKUS which sends him its connection identifiers by e-mail to the communicated address.

Each month, the Kadensis SAS company issues an invoice to the attention of the User in the name and on the behalf of PARTAKUS equivalent to the amount of the subscription. The total amount mentioned in the invoice is increased with the amount of the Commission.

The payment terms and the penalties for delay due in the case of a past due payment are defined between each User and the Kadensis SAS company, who acts in the name and on behalf of PARTAKUS.

The payment terms and penalties for delay are mentioned in the invoices that are sent to the Users by the Kadensis SAS company in the name and on behalf of PARTAKUS.

6.2 Past due payment

If the User does not pay the due amounts according to the Service within the time limit stipulated in the present General terms and conditions, late penalty fees will be applied. They will equal the current legal rate at the invoice date and mentioned on the invoice sent by PARTAKUS. The said penalties belong rightfully to PARTAKUS without being necessary for the latter to make any formality or formal notice. If the User does not comply with the payment conditions stipulated within the article 6 of the present General terms and conditions, PARTAKUS reserves the right to



suspend the provision of the Service, to suspend the execution of its obligations and to cancel the potential negotiated discounts with the User.

ARTICLE 7 - TERMS OF THE PROVISION OF THE SERVICE BY PARTAKUS

The PARTAKUS company provides the access to the Platform, which is available 24 hours a day and 7 days a week, in the exception of an act of god or of the event beyond the control of PARTAKUS.

PARTAKUS shall not be liable whatsoever in case of delay or suspension of the provision of the Service due to the Buyer, or in the case of an act of god.

PARTAKUS will use its best efforts to enable the access to an updated and a working order Platform.

It is specified that PARTAKUS is likely to interrupt, without previously advising the User, the access to the Platform for technical maintenance reasons or for any other reason.

ARTICLE 8 - OBLIGATIONS OF THE PARTAKUS COMPANY

The commitments of PARTAKUS are best endeavours obligations under which the Services are carried out in the strict compliance with the professional rules in force and, if applicable, with the provisions of the present General terms and conditions.

In that aim, PARTAKUS will assign to the execution of the Services professional individuals that are endowed with required skills to assume the performance of the Service with its standards of quality.

ARTICLE 9 - LIABILITY AND GUARANTEES OF PARTAKUS

PARTAKUS acts as an intermediary between the Users which are remaining the sole parties to the purchase and sale agreements of Products and/or Services on the Platform.

When a dispute rises between the Buyer and the Seller in relation with the contract set up through the Platform of PARTAKUS, the latter shall not be liable to any compensation and for any dysfunction suffered by either of the parties.

PARTAKUS shall not be liable in the case of a damage resulting, directly or indirectly, of a Product and/or Service or of the purchase of a Products and/or Service suggested by the Platform.

In the case of the Buyer shall complain, he must contact directly the Seller in the accordance of the terms, delays and conditions of the Seller.

PARTAKUS shall be liable only in the case of proved fault or negligence and it is limited to the direct injuries, excluding any indirect injuries, of any form whatsoever.

The liability of PARTAKUS is limited to the sole malfunctions in relation with the provision of the Service and in the specified terms of the present General terms and conditions.

PARTAKUS liability in relation with any breach of duty, negligence or fault, noticed during the provision of the Service, will be capped to the ex-tax amount received during the defective Service, calculated pro-rata to the total paid amount for the Service, in order to cover all claims of any nature (including interests and taxes), regardless the number of actions, grounds or parties to the dispute.

However, PARTAKUS shall not be liable to the following cases:

- In relation with the accuracy, the veracity, the completeness and the update of the information related to the commercial offers of the Sellers published on the Platform;
- A breach of duty or a default of a Product and/or Service of which the provision or the delivery does not rest to PARTAKUS, nor to its potential sub-contractor;
- For facts and/or data that are not included in the scope of the Service;
- In the case of using of the results of the Service, to an aim or in a different context from the one that it has made it for;
- In the case of a wrong implementation of the recommendations or in the lack of consideration the advices of PARTAKUS.

PARTAKUS shall not be liable to indirect damages, nor for the shortfall or the loss of chance or expected benefits, nor for the financial consequences of potential actions raised by third parties against the Buyer.

PARTAKUS shall not be liable to the disorder occurring in the performance of the Service in the case of an act of god or a fact due to the Buyer.

An act of god is an event beyond the control of PARTAKUS, that cannot be reasonably planned at the time of the conclusion of the contract and which the effects cannot be avoided by proper measures and which prevent PARTAKUS to perform the contract. More particularly, an event is an act of god when, in addition with the provisions of the case law, the shutdown of the telecommunication networks or the complications with the external telecommunication networks from the Buyer.

In such case, the Parties undertake to consult each other to consider the impact of the event and to set up the conditions of the execution of the contract will be performed.

In any case, all claims related to the article 7, 8 and 9 shall be addressed to the Kadensis SAS company, which guarantees the User against any malfunction of the Platform in the terms and conditions provided in the said articles.

ARTICLE 10 - LIABILITY AND GUARANTEED OF THE USERS

10.1 Liability and guarantees of the Buyer

The Buyers undertake to provide to PARTAKUS current, verified and updated information.

The Buyer remains solely liable to the communication of his connection information to third distributor's websites and he guarantees that the use of his connection information is lawful. The Buyer also guarantees that the communicated access codes provided are equivalent to the access to products and services of an authorized and lawful distribution network supplier member. All damages resulting from a misuse of the said access codes or of a use of the codes that shall not offer the above-mentioned guarantees are liable to the Buyer only.

However, as soon as he starts the order process, the Buyer guarantees that he can pay the due sums of the order and he undertakes to pay it within the specified time.

The Buyer undertakes to warn directly PARTAKUS of all potential difficulty related to the performance of the Services.

10.2 Liability and guarantees of the Sellers



The Sellers undertakes to provide to PARTAKUS and to the Buyers current, verified and updated information.

They guarantee to PARTAKUS and to the Buyers that the Products and/or Services on sale are available in sufficient stock when they are set online.

However, they guarantee that the Products and/or Services are lawful. As such, they undertake to offer Products and/or Services in compliance with the authorized distribution networks and not infringe any third intellectual property rights.

At last, they guarantee to PARTAKUS and to the Buyers that they comply with the legal provisions in relation personal data processing.

ARTICLE 11 - PROCESSING OF PERSONAL DATA

In accordance with the law on computing, files, and freedoms, it is specified that the Buyer's collected data are necessary to process orders and to issue the invoices.

Personal data are processed only in the attention of PARTAKUS which remains the data controller. They can be communicated to the potential partners of PARTAKUS that oversee the execution, the processing, the management, and the payment of the orders. As such, that data may be transmitted to the Seller(s) from which the Buyer purchased Products and/or Services.

All personal data processing from the Platform are registered to the CNIL.

The collected data are stored by PARTAKUS under conditions ensuring their security.

In accordance with the law, the Buyer has a right to access, to modify, to rectify and to suppress all data related to him, at any time. The Buyer may use his Right by justifying his identity and by writing to contact@partakus.com.

ARTICLE 12 - CONFIDENTIALITY

The Parties undertake to not disclose confidential information received during the execution of the obligations of each Party.

The confidential information is all information of all nature, visual or oral, contained on any support whatsoever, concerning the structure, the organization, the business, the internal policy, the projects or the employees of each Party.

The Users acknowledge and accept that PARTAKUS shall not be liable to any loss, damage, fee or injury that may occur by the loss, the delay, interception, misappropriation or alteration of any e-mail caused by any fact.

ARTICLE 13 - INTELLECTUAL PROPERTY RIGHTS

The Platform and its content are protected by intellectual property rights that prohibit the reproduction, even partial.

As such, PARTAKUS is the sole owner of all graphic and editorial contents displayed on the Platform as such as trademarks, distinctive signs, models, logos, photographs, artworks, animated pictures, databases, drawings, descriptions, including the present General terms and conditions.



In exception the above article, the Platform may feature contents which belong to third parties. In consequences, all reproduction that is not expressly authorized by the said third parties binds the responsibility of its author. It is specified that the signs of third parties that are reproduced on the Platform are reproduced only as reference to inform the Users about the destination of the Products and/or Services.

Any third party contesting the display of a trademark he owns is invited to contact PARTAKUS which undertakes to remove the trademark as soon as possible.

In that regard, neither the Buyers, nor the Sellers may mention or use the name, the company name, the trademarks and logos or other designations, commercial or not, of PARTAKUS without the previous and written agreement of the latter. In derogation with the above stipulation, PARTAKUS may use the name, the company name, trademarks and logos of the Seller and the Buyer during the contract in the strict and necessary performance of the Service. However, the Seller authorizes PARTAKUS, after the performance of the Service, to quote their company name as a reference and to add to this quote, if relevant, a global description of the provided services.

ARTICLE 14 - NON-WAIVER

To not claim for a breach of one Party from the other one to any stipulated provision of the present General terms and conditions shall not be interpreted in the future as a waiver to the said obligation.

ARTICLE 15 - PARTIAL INVALIDITY

If one or several provisions of the present General terms and conditions are determined to be or declared to be unlawful in application of legal provisions, regulation provisions or following a final statement of a competent jurisdiction, the other provisions shall keep their full force and scope.

ARTICLE 16 - DISPUTES

In the case of a dispute between the Parties in relation with the validity of the sales contract or its interpretation, its execution, its realization, its consequences, and its results, it shall be settled under the exclusive jurisdiction of the commercial tribunal of Paris.

ARTICLE 17 - LANGUAGE OF THE CONTRACT - APPLICABLE RIGHT

The present General terms and conditions and the buy and sell operations arising from it shall be governed by the French law. They are drafted in French and in other foreign languages. In case of doubt about the interpretation of one of the clauses of the said General terms and conditions, the French version shall prevail.

ARTICLE 18 - ACCEPTANCE OF THE BUYER

The Buyer expressly consent and accept by the General Terms and Conditions. The latter declares having a perfect knowledge of it and he renounces to set any other contradictory document whatsoever and, especially its own general terms and conditions, that shall not be binding PARTAKUS, even if it have had knowledge thereof.