

GENERAL TERMS AND CONDITIONS OF SALE

The site Kaporal.com is the sole, official, on-line sales site of the brand Kaporal. The site is published by the company MC LEM sas, with a share capital of €153,000, located at 20 bd Ampere, 13014 MARSEILLE, and registered in the commercial register under siret 378 644 603 000 45, VAT Intracom: FR92378644603. Any order placed for a product featured on the Kaporal.com website assumes that the present general terms and conditions were consulted in advance. As a consequence, the consumer agrees that he is perfectly informed of the fact that his agreement concerning the content of the present general terms and conditions does not require a handwritten signature of the present document, to the extent that the customer wishes to order on-line the products presented within the framework of the website's store. The consumer has the option to save and print the present general terms and conditions. In this regard, it should be noted that both the saving and printing of the present document are the consumer's sole responsibility. Prior to placing an order, the consumer declares that the acquisition of the products has no direct relation to his professional activity and that their acquisition is solely for his personal use. As a consumer, the customer therefore has specific rights which will put into question in the event that the products or services acquired within the framework of the website are in reality connected with his professional activity. The consumer declares that he has the full legal capacity enabling him to commit to the present general terms and conditions.

ARTICLE 1: INTEGRALITY

The present general terms and conditions express the entirety of the obligations of the parties. In this sense, it is assumed that the consumer accepts without reservation the entirety of the provisions in the present general terms and conditions. No general or specific terms and conditions in the documents sent or submitted by the consumer can be integrated into the present agreement if these documents are incompatible with the present general terms and conditions. If one or more of the stipulations in the present general terms and conditions are held to be invalid or declared as such under the application of a law or regulation or following a final decision by a competent court, the other stipulations shall continue to retain their force and scope.

ARTICLE 2: OBJECT

The purpose of the present general terms and conditions is to define the rights and obligations of the parties with regard to the on-line sale of goods and services offered by the company MC LEM to consumers.

ARTICLE 3: ENTRY INTO FORCE - DURATION

The present general terms and conditions enter into force on the date of the signing of the order form. The present general terms and conditions are concluded for the

period of time necessary for the supply of the goods and services subscribed to until the expiry of the guarantees owed by the company MC LEM.

ARTICLE 4: ELECTRONIC SIGNATURE AND PROOF OF TRANSACTION

A 'double click' by the consumer to execute the order form constitutes an electronic signature that has, between the parties, the same value as a handwritten signature. The registers digitalised and kept in the information systems of the company MC LEM in reasonable conditions of security will be considered proof of communications, orders and payments made between the parties. The archiving of order forms and bills shall be carried out using reliable and durable equipment and can be produced for the purposes of evidence in accordance with article 1148 of the French Civil Code.

ARTICLE 5: ORDER CONFIRMATION

Contractual information must be confirmed by e-mail no later than the time delivery is made or, otherwise, using the address provided by the consumer in the order form.

ARTICLE 6: PRODUCT INFORMATION AND AVAILABILITY

6-a: The company MC LEM uses Kaporal.com to present products for sale that have the characteristics required for compliance with L 111-1 of the French Consumers' Code, which provides for the possibility for the potential consumer to know the essential characteristics of the products that he wishes to buy before finalising his order. 6-b: The offers presented by the company MC LEM are only valid while stocks last. If an ordered product is not available, particularly due to the fault of our suppliers, the consumer will be informed of this when his order is being prepared. Only the price of products that have been effectively dispatched will be debited. Kaporal products will be presented on the site during the corresponding season for the product, and will continue to be available, subject to the amount of available stock, throughout the entire season (about six months) at the recommended in-store price (recommended retail price).

ARTICLE 7: PRICE

Prices are indicated in euros and are only valid on the date the order form is submitted by the consumer. They do not include delivery costs, which are billed additionally and are indicated before an order is confirmed. Prices include the VAT applicable on the day of the order and any change in the applicable VAT rate will be automatically applied to the price of products in-store and on-line. The payment of the entire price must be made at the same time as the order. At no time can amounts that have been paid be considered to be deposits or advance payments.

ARTICLE 8: PAYMENT

To settle his order, the consumer has several payment methods at his disposal. The consumer guarantees the company MC LEM that he has the necessary

authorisations for the use of the payment method chosen by him at the time the order form is confirmed. The company MC LEM reserves the right to suspend all management of the order and all deliveries if the authorisation of the payment by debit card is refused by the officially accredited organisations as well as in the event of non-payment. The company MC LEM particularly reserves the right to refuse to carry out a delivery or to honour an order made by a consumer who had not settled in whole or in part a previous order or with whom a payment dispute is currently being administered.

ARTICLE 9: DELIVERY

9-a: Delivery procedure: The products will be delivered to the delivery address provided by the consumer during the confirmation of his order. The consumer must check the condition of the packaging of the items when he receives his order and indicate any damage caused by the carrier on the delivery slip, as well as inform the company MC LEM, by registered letter with acknowledgement of receipt within 72 hours. The consumer can, upon request, arrange to have the bill for his order sent to a different address than the one provided for billing by confirming the option provided for during the purchase process.

9-b: In the event of a failure to deliver: In the event of delivery problems that are the fault of the carrier, any complaint concerning the delivery (damage, a product on the delivery slip is missing, damaged package, broken products, etc.) must be indicated on the delivery slip in handwritten form followed by the signature of the customer. The consumer must also confirm this complaint by sending the carrier, within the next two working days following the delivery date, a registered letter with acknowledgement of receipt declaring the complaints concerned. The consumer must send a copy of this letter by ordinary post to: MC LEM - SERVICE WEB, 20 BD AMPERE - 13014 MARSEILLE.

9-c Delivery errors: The consumer must inform the company MC LEM of any claim regarding a delivery error and/or non-compliance of the products in terms of their nature or quality in relation to the information on the order slip on the day of the delivery itself or no later than the first working day following the delivery. For this purpose, the consumer can use the contact form on the website or write directly by e-mail to the following address serviceclient@kaporal.com. Any claim not made in accordance with the rules defined above and within the stipulated time frames may not be honoured and will exempt the company MC LEM from any liability vis à vis the consumer. Upon receipt of the claim, the company MC LEM will make a record of the return request for the product/s concerned and send the customer a return slip by e-mail. The return of a product cannot be processed until after the consumer has been given a return slip in accordance with the procedure described above. Any product to be returned must be returned in its entirety and in its original packaging to the address that MC LEM will have communicated to the consumer together with the return slip. In order to be accepted, all returns must first be reported to the ON-LINE CUSTOMER SERVICE (serviceclient@kaporal.com) of the company MC LEM.

ARTICLE 10 : PRODUCT GUARANTEE

In accordance with article 4 of decree no. 78-464 of 24 March 1978, the present provisions may not deprive the consumer of the legal guarantee that obliges the professional vendor to guarantee him against all the consequences of any hidden flaws in the item sold.

ARTICLE 11: RIGHT OF WITHDRAWAL

The consumer has 14 calendar days to return, at his own cost, any products which he does not wish to keep. This period of time shall begin on the date the order is received by the consumer. If this period of time expires on a Saturday, Sunday, public holiday or non-working day, it will be extended until the first following working day. For optimum and fast processing of returns, we request our customers to first send their request to the On-line Customer Service of the company MC LEM by e-mail to serviceclient@kaporal.com in order to receive a return number. The product must then be returned to the address that MC LEM will have given to the consumer at the same time as the return number. Only products returned in their entirety, in their original packaging, with labels intact and in a perfect condition for resale will be accepted. Any product that has been damaged, worn, ironed or washed will not be refunded nor exchanged. This right of withdrawal shall be exercised without penalty except for the costs of the return. In the even of a complaint regarding the items received, contact our Customer Service within 48 hours via the contact form available on the website or directly by e-mail to the address serviceclient@kaporal.com, making sure to specify your order number. If the right of withdrawal is exercised, the consumer has the option to request either the issuance of a credit note or be refunded the amount he has paid. If the right of withdrawal is exercised, the company MC LEM will make all efforts to reimburse the consumer within 15 days following receipt of the compliant product. However, given the technical nature of the products sold, this period may extend up to 30 days, particularly if the product requires technical verification (cf. products that must first be tested, checked if they have been washed, etc). The consumer will then be reimbursed by re-crediting the bank account used for the order (secure transaction) in cases of payment by debit card or the consumer's Paypal account, as the case may be, or by bank transfer or by cheque in other cases. The company MC LEM reserves the right to refuse to make a refund for any item returned in a condition that does not comply with the specifications above. In this case, the consumer can have the non-compliant items returned to him upon his request subject to payment of the transportation costs.

ARTICLE 12: FORCE MAJEURE

Neither of the two parties will have failed in its contractual obligations to the extent that their execution is delayed, hampered or prevented by an unforeseen circumstance or a case of force majeure. Unforeseen circumstance and cases of force majeure shall be considered to be circumstances that are beyond the control of and external to the parties, that are unpredictable, inevitable and independent of the will of the parties and that cannot be prevented by the latter despite all possible reasonable efforts. The party affected by such circumstances must inform the other party within 10 working days following the date on which it became aware of the circumstances. The two parties must then meet, within a period of one month, unless

this is made impossible by a case of force majeure, in order to examine the occurrence of the event and to come to an agreement regarding the conditions in which the execution of the agreement will be pursued. If the case of force majeure continues for a period of more than three months, the present general terms and conditions may be terminated by the damaged party. The following shall be expressly considered to be cases of force majeure or unforeseen cases in addition to those cases usually considered as such by case law and the French courts: the blockage of means of transport or the provision of supplies, earthquakes, fires, storms, floods, lightning, the suspension of telecommunications networks and difficulties within telecommunications networks external to customers.

ARTICLE 13: NON-RENUNCIATION

The fact that one of the parties has not made a claim concerning a fault by the other party regarding any of the obligations provided for in the present general terms and conditions cannot be interpreted for the future as a renunciation of the obligation concerned.

ARTICLE 14: DIGITAL DATA PROCESSING AND FREEDOMS

The information requested from the consumer is necessary to process his order and may be communicated to contractual partners of the company MC LEM that are involved in the execution of the order. The consumer can write to the company MC LEM to oppose this communication and to exercise his right to access and rectify information concerning him which is contained in the databases of the company MC LEM in accordance with the conditions provided for in the law of 6 January 1978.

ARTICLE 15: INTELLECTUAL PROPERTY

All the elements of the Kaporal.com site, both images and text, are protected by authorship rights, brand rights or patents. They are the exclusive property of the company MC LEM sas. Users who have a website for personal use and who wish to place, for personal reasons, a simple link on their site leading to a page of the Kaporal.com site other than the site's homepage must request permission from the company MC LEM sas. This case shall not constitute an implicit agreement of affiliation. However, any hypertext link leading to the Kaporal.com site that uses the technique of framing or in-line linking is formally forbidden. In all cases, any link, even a tacitly authorised link, must be removed upon the simple request of the company MC LEM sas.

ARTICLE 16: APPLICABLE LAW AND COURT JURISDICTION

The present terms and conditions are subject to French law. The competent court in the event of a dispute will be that of the place of domicile of the respondent in accordance with article 42 of the new code of civil procedure or, if the complainant so chooses, the place where the product was delivered in accordance with article 46 of the aforementioned code.