ARTICLE 1 – OBJECT AND SCOPE OF APPLICATION

These General Sales Terms and Conditions (Hereinafter the « GSTC ») apply to all sales of spare parts (used or not) or used vehicles made by GPA 26 (Hereinafter the « Product ») to consumer customers (non-professionals) (Hereinafter the « Client »). Ordering a Product from GPA 26 implies express and unconditional acceptance of the GSTC as well as recognition by the Client of his capacity as consumer, who hereby declares he is ordering for non-professional purposes. The GSTC prevail over any other terms or commercial documents, with the exception of a prior written agreement from GPA 26. The contract concluded with GPA 26 consists only of the GSTC and specific conditions mentioned in the order summary (Hereinafter the « Contract »). Therefore any contradictory condition suggested by the Client, in absence of express acceptation, will be unenforceable against GPA 26, regardless of the moment it is brought to the attention of the seller.

ARTICLE 2 – IDENTITY OF THE SELLER

GPA 26 is a simplified joint-stock company under French law (Société par actions simplifiée, SAS) with a capital of 620 000 euros, registered at the Register of Commerce and Companies of Romans (RCS de Romans) under the number 437 281 207. Headquarters are located at the following address: RN7 – La Lauze Sud – 26250 LIVRON-SUR-DROME - FRANCE. For additional information, please reach our commercial service:

- Email: contact@groupe-gpa.fr

- Phone: +33 (0)4 75 61 76 46

ARTICLE 3 – PRICES

3.1 – Product prices: Products are sold at the list price available on the website www.gpa26.com (Hereinafter « Website ») or on the GPA 26 catalogue in effect at the time of the order placement in store or by phone. In all cases, prices are given in euros, all taxes included. These prices include handling and shipping fees applicable for mainland France. Any additional rights or taxes requested from an importing or transiting country, in application of French law, are at the expense of the Client. Notably, any change to the VAT rate will be applicable at the time of the order placement by the Client.

3.2 – Delivery fees: Delivery fees are included in the total price of a Product, and are applicable only for deliveries in mainland France. **Supplements apply for delivery abroad.**

Deliveries to French or European overseas territories and departments are subject to additional charges if feasible.

ARTICLE 4 – CREATION OF A PERSONNAL ACCOUNT

In case of an order on the Website, it is required that the Client creates a personal account beforehand. (Hereinafter «Personal Account»)

4.1 – Account set up: To set up a Personal Account, the Client has to enter the Website and fill in the required fields of the registration form. The Client can only set up one profile for his Personal Account.

4.2. – Login management : The login credentials and password allowing the access to the Personal Account are chosen by the Client, if available, taking into account the login credentials already created by other Clients. These credentials are strictly personal and must be kept secret by the Client under his responsibility. In case of loss or theft of his credentials or any unauthorized use of his Personal Account, it is the Client's responsibility to inform GPA 26 so that new credentials can be provided.

4.3 – Account activation: Upon validating his account set up, the Client:

- Acknowledges he was able to verify and modify, if needed, the information related to it.

- Guarantees the information provided about his identity and details are accurate, up to date and exhaustive.

As soon as the Client validates the account set up, GPA 26 will send a confirmation email to him containing an activation link.

4.4 – Personal Account updates: The Client commits to updating his personal information if necessary, so that they remain exact at any given time.

ARTICLE 5 – ORDERS

The Client can place an order using one of the following mediums:

- Online, on our website www.groupe-gpa.fr by logging into his Personal Account

- Over the phone, from Mondays to Fridays, from 09h00 to 18h00 : +33 (0)4 75 61 76 46

In the case of an order placed on the GPA 26 Internet Site of more than €120, the company undertakes to keep the electronic contract for a period of ten years, in accordance with **art. L. 213-1 of the French Consumer Code**. The Customer may request said contract and request access to it from the company at any time.

By validating the order, the Client acknowledges that he read and accepted the GSTC without restriction, nor reserve. After an order is placed on the Website or over the phone and after validation by the Client, GPA 26 sends a confirmation email. Should a Product ordered be unavailable, GPA 26 will inform the Client and either cancel the order or offer to deliver a similar Product, possibly at a later date. Furthermore, GPA 26 reserves the right to refuse or cancel any order or delivery in case:

- There is an existing dispute between GPA 26 and the Client,

- An order previously placed by the Client remains partially or totally unpaid,

- The credit card payment has not been authorized by the bank,

- Of partial or total non-payment of the current order

- Orders for which the delivery address is not served by our carriers

The Client will, if needed, be reimbursed for the amounts paid within thirty days after the cancellation of the order.

ARTICLE 6 – PAYMENT TERMS

6.1 – Payment method: The Client can choose to pay for his purchase by debit/credit card, Paypal or check.

In case of a debit/credit card payment: The only cards accepted are the following: Carte Bleue, Visa, Mastercard, Eurocard, and Amex. To secure credit card payments, GPA 26

uses the Up2Pay payment module (Crédit Agricole) or PAYPAL. The Client had to provide his card number, expiry date, holder's name as well as the security code. The amount is debited when the order is confirmed by GPA 26.

This system allows to safeguard the integrity and confidentiality of the exchanges so that the data conveyed are encrypted by software and are not communicated to GPA 26. In the case of fraudulent use of their payment card, it is the Client's responsibility to inform GPA 26 upon the finding of such use.

In case of a payment by check: The check has to be payable to « GPA 26 » and sent within 8 days after the order is placed, to the following address: RN7 – La Lauze Sud – 26250 LIVRON-SUR-DROME – FRANCE. The order will ship only after GPA 26 receives confirmation that the check has been cashed. The order can be cancelled prior to sending the check, by email at the following address: **web@groupe-gpa.fr**

6.2 – Invoicing: An invoice is established by GPA 26 and sent to the client along with his parcel(s). It is also downloadable from his Personal Account. No discount will be granted in case of an early payment.

ARTICLE 7 – RETENTION OF PROPERTY

The Product(s) ordered remain property of GPA 26 until complete payment of the amount to GPA 26. In case of payment incident, the Client commits to returning the Product(s) received to GPA 26 and this upon first request. However, all risk of loss, theft or deterioration of the Product(s) is transferred to the Customer at the time when the Customer or a third party designated by the Customer, other than the carrier proposed by GPA 26, takes physical possession of the Product(s).

ARTICLE 8 – DELIVERY

8.1 – Place of delivery: With the exception of Products collected from the "Drive" service, Products can be delivered to most parts of the European Union: the list of eligible countries is available here. When the order is dispatched, a dispatch confirmation e-mail is sent to the Customer. The Products ordered by the Customer will be delivered to the address and in the way specified when the order was placed. For

deliveries in mainland France (excluding Corsica), delivery costs are free for the Customer. For deliveries to the rest of the European Union, delivery costs are always at the Customer's expense, according to the scale indicated in the price list when the order was placed.

8.2 – Date of delivery: The due delivery date is mentioned to the Client upon ordering. This delivery time is indicative but not contractual.

8.3 – Delay in delivery: In the event of a delay in delivery following the reception of the shipping confirmation email, it is the Client's responsibility to notify GPA 26's customer service within 8 days, by email to the following address: contact@groupe-gpa.fr. In this case, GPA 26 will contact the delivery services and start an investigation, while acknowledging that a postal investigation can only be launched at least 48 hours after the parcel was dispatched.

ARTICLE 9 – RECEIPT

On receipt of the Product(s) ordered, the Customer must check the conformity of the Product(s), note any anomaly concerning the delivery (missing or broken Product, damaged parcel, etc.) and report it within 3 days (excluding public holidays) both to the carrier and to GPA 26's Customer Service (by e-mail: web@groupe-gpa.fr). In accordance with article L.224-65 of the French Consumer Code, this period will be extended to 10 days if the Customer has not received the parcel(s) himself. These reservations must be as precise and complete as possible in order to establish the existence and extent of the damage.

ARTICLE 10 – RIGHT OF WITHDRAWAL (Distance Selling Only)

In accordance with Articles **L. 221-1 et seq. of the French Consumer Code**, the Customer has a right of withdrawal concerning the purchase of the Product(s) ordered.

10.1 – Exercise of the right of withdrawal: The Client has a right to withdraw from the Contract without mentioning reasons within 14 days, provided that the Product remains intact, in its original condition, and has not been used. The withdrawal period ends fourteen days after the day when:

- the day on which the Client or a third party other than the carrier proposed by GPA 26, designated by the Client, takes physical possession of the Product(s); or

- the day on which the Client or a third party other than the carrier proposed by GPA 26, designated by the Client, takes physical possession of the last Product in the event that several Products have been ordered by the Client by means of a single order and if these Products are delivered separately.

To exercise his right of withdrawal, the Client must notify GPA 26 (RN7 – La Lauze Sud – 26250 LIVRON-SUR-DROME - FRANCE - email: web@groupe-gpa.fr) of his decision to withdraw from the Contract by means of a clearly worded statement (for instance via registered letter with acknowledgment of receipt or email). The client can use the withdrawal form provided here. In order to respect the withdrawal period, it is necessary for the Customer to send his communication concerning the exercise of the right of withdrawal before the expiration of the withdrawal period.

10.2 – Consequences of withdrawal: In case the Client withdraws from the Contract, it is his responsibility to return the Product(s) to GPA 26 without undue delay and, either way, not later than 14 days after the Client informed GPA 26 of his intention to withdraw from the Contract. This delay is deemed respected if the Client returns the Product(s) before the fourteen day deadline. The Client must take charge of the direct cost of returning the Product(s) according to the scale shown here ;

the Product must be returned in its original packaging, accompanied with all the possible accessories and without any trace of use, assembly or deterioration.

All bodywork parts must be presented before any modifications may be made. GPA reserves the right not to refund or to apply a discount of 20% to 50% for any modification made to the part (incomplete, partially dismantled, repainted, etc.).

New parts with deposits must be returned in their original, clean and undamaged packaging. If these conditions are not met, no refund will be made.

Non-conforming parts will be kept by GPA for a period of one month. If, at the end of this 30-day period, the customer has not replied, they will be scrapped.

GPA 26 will reimburse all amounts perceived from the Client, (exception made of additional shipping costs, should the Client have chosen a different shipping method than the less expensive, standard delivery offered by GPA 26) without undue delay and,

in any event, no later than fourteen days from the day on which GPA 26 has collected the unused Product(s) subject to withdrawal or until the customer provides proof of shipment of the Product(s). GPA 26 will proceed with the reimbursement using the same payment method as the one used by the Client for the initial transaction, and to the benefit of the same person who made the said payment, or by interbank transfer in the event of payment by cheque (in which case the Client must provide a RIB/IBAN corresponding to the cheque account used); in any event, this refund will not involve any costs for the Client. The Client is responsible for any depreciation of the Product(s) resulting from handling other than that necessary to establish the nature and characteristics of the Product(s).

ARTICLE 11 – CONTRACTUAL WARRANTY (USED CAR PARTS)

Each new part is guaranteed for 12 months.

Independently of the legal warranties applicable to any Seller, each used part sold by GPA 26 to a consumer or non-professional is contractually guaranteed for a period of 24 months. The amount of this warranty, and the conditions of eligibility, are detailed in Annex 1 of our General Terms and Conditions of Sale - Engine Warranty.

This information is made available to the customer when he/she places his/her order.

For the contractual warranty to apply, the assembly of any part sold must comply with the standards and assembly instructions of the manufacturer of the vehicle on which the part is intended to be mounted, and with good engineering practice. It is therefore the Customer's responsibility to install them, if he/she considers himself/herself capable of doing so, and to make adjustments according to the rules of the trade.

If the Client is unable to install a part, it is up to him/her to have it done by the professional of his/her choice.

Any part or accessory not explicitly listed in the main product description is considered peripheral and is not covered by the warranty.

When the warranty is accepted by GPA 26 after examination of the claim, the warranty will be exchanged, within the limits of available stock, particularly in the case of used parts or new parts for which restocking is not possible. Under no circumstances does

the warranty cover the cost of removal, re-installation, ingredients, accessories, postage, breakdown service, immobilization and vehicle rental.

As each used part is unique, the exchange offered will be with the part whose characteristics (age, general condition, mileage) are closest to that which is the subject of the warranty claim. If the customer chooses to exchange with a part of lesser wear than the one offered, GPA 26 reserves the right to invoice the difference in price between the two items.

If an exchange is not possible, the after-sales service will refund the part. Any intervention on the part, incorrect assembly or faulty adjustment will invalidate the warranty.

The scope and specific conditions of the warranty are specified below for certain wear parts. Failure to comply with the seller's recommendations will invalidate the warranty.

a) For engines: please refer to Annex 1 of our General Terms and Conditions - Engine Warranty. Any peripheral parts that cannot be separated from the main equipment are left free of charge and are not covered by the contractual warranty.

b) For gearboxes, transfer cases and rear axles: any peripheral parts that cannot be separated from the main equipment are left free of charge and are not covered by the contractual warranty. Certain accessories must be systematically replaced by new ones (see Annex 2 - Gearbox warranty):

- Transmission output and primary shaft seals;

- Oil of a quality recommended by the manufacturer.

c) For transmissions: transmission bellows are not guaranteed.

d) For alternators and starters: before installation, the purchaser must check the electrical circuits.

e) For injection pumps: any peripheral parts that cannot be separated from the main equipment are left free of charge and are not covered by the contractual warranty. Before assembly, the purchaser (or his supplier) must check the supply circuit.

f) Wear parts (e.g. bearings, brake linings, etc.) are not guaranteed for pivots and undercarriages, and are left on the part free of charge.

The company is released from any warranty if the defect is due to :

- Directly due to a defect or unsuitability of another part of the vehicle;

- Use of the part for a purpose other than that intended by the manufacturer;

- Modification or adaptation of the part or of any other vehicle part not authorized or not provided for by the manufacturer;

- Abnormal use or failure to comply with vehicle maintenance recommendations, or accidental damage.

Labor warranty extension: Please refer to Annex 3 - Warranty extension.

ARTICLE 12 – LEGAL WARRANTY

All Products sold by GPA 26 are covered by the legal warranty of conformity (articles L 217-4 to L.217-14 of the French Consumer Code) and the warranty against hidden defects (articles 1641 to 1649 of the Civil Code) in accordance with the conditions provided by the legal texts.

In accordance with Article L. 211-2 of the French Consumer Code, and the Decree of December 18, 2004, the Customer is hereby informed that, when acting under the legal warranty of conformity, he :

- Benefits from a two year period to act, starting after he physically took possession of the Product;

- Can choose between the reparation or replacement of the Product, subject to the limits and conditions on cost laid down in article L. 217-9 of the French Consumer Code;

- Is exempt from producing proof of a lack of conformity of the Product during the first 6 months following deliverance of the product. This delay is upgraded to 24 months, starting on March 18th, 2016, except for second-hand goods (i.e.: used parts).

The legal warranty of conformity applies separately from the commercial warranty potentially consented.

Article L217-4 of the French Consumer Code: The seller delivers goods in conformity with the contract and is responsible for any defects in conformity existing at the time of delivery.

He is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation, when the latter is his responsibility under the contract or was carried out under his responsibility.

Article L217-5 of the French Consumer Code: Goods conform to the contract:

1° If it is fit for the purpose usually expected of similar goods and, where applicable :

- if it corresponds to the description given by the seller and possesses the qualities that the seller presented to the buyer in the form of a sample or model;

- if it has the qualities that a buyer may legitimately expect, having regard to public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the seller's attention and accepted by the latter.

Article L217-12 of the French Consumer Code: Any action resulting from a lack of conformity must be brought within two years of delivery of the goods.

Article L217-16 of the French Consumer Code: When the buyer asks the seller, during the course of the commercial warranty granted at the time of the purchase or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days is added to the remaining warranty period.

This period runs from the date of the purchaser's request for intervention, or from the date the item in question is made available for repair, if the item is made available after the request for intervention.

The customer is also covered by the warranty against hidden defects in the item sold, as defined in article 1641 of the French Civil Code. In this case, the customer may choose between rescission of the sale or a reduction in the purchase price, in accordance with article 1644 of the French Civil Code.

Article 1641 of the French Civil Code: The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair this use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them.

Article 1648 of the French Civil Code, Paragraph 1: Actions arising from redhibitory defects must be brought by the purchaser within two years of discovery of the defect.

ARTICLE 13 – OPERATING INSTRUCTIONS

The Client acknowledges and accepts that the Products sold by GPA 26 must be assembled and used in accordance with the manufacturer's recommendations, as well as the specific instructions given by GPA 26 on the Website and the instruction leaflet accompanying some Products.

The Products sold by GPA 26 are in no way intended for use on racetracks and/or in competition.

ARTICLE 14 – LIABILITY

In no way will GPA 26's liability be engaged should the Client not use the Products according to instructions. In general terms, GPA 26 is not liable for the total or partial non-performance of its obligations under this Contract if this has been caused by the Client, an unforeseeable or unavoidable event of a third party to the contract or an event that constitutes force majeure, notably in the case of disruption or total or partial strike of the postal services or modes of transport and/or communication, computer viruses, intervention of the civil or military authorities, natural disasters, flood, fire, and generally, in the case of an event outside of its control.

ARTICLE 15 - PERSONAL DATA

GPA respects the privacy of its users and customers and undertakes to treat all information it gathers that could identify the latter as confidential. The information collected on this site is processed by GPA, at GPA26 - RN7 - La Lauze Sud - 26250 LIVRON-SUR-DROME - FRANCE, which is responsible for managing your requests, orders and registrations.

The collection of customer information is essential to the provision of our services. The refusal to consent to the processing of personal data would prevent the performance of these services.

If the Client has given his consent at the time of registration, once registered, by modifying his personal information online, his information may also be used to create a client file for commercial prospecting purposes.

Personal information is kept for the legal retention period and is intended for the people required to process it within the company, as well as for subcontractors, provided that the contract signed between the subcontractors and the data controller mentions the

obligations incumbent on the subcontractors in terms of data security and confidentiality protection (Article 28 of the European Data Protection Regulation EU 2016/679) and specifies in particular the security objectives that must be met.

No data is transferred outside the European Union by GPA. Service providers working on the Site on behalf of GPA may have access to or communicate all or part of this information in connection with the services they provide. In this case, GPA undertakes to ensure an adequate level of protection for your data. The service providers with whom GPA works for the management of orders as well as for the execution of certain services that GPA offers (invoicing, payment, collection, customer satisfaction, etc.) for the purposes previously mentioned, and only to the extent necessary to accomplish the tasks entrusted to them.

These service providers may contact the Client directly using the contact details provided. GPA strictly requires its service providers to use the Client's personal data only to manage the services it asks them to provide. GPA also requires its service providers to always act in compliance with applicable laws on the protection of personal data and to pay particular attention to the confidentiality and security of such data. In accordance with the European Regulation on the Protection of Personal Data EU 2016/679 (RGPD), the Customer may exercise its right of access to data concerning it, rectification, deletion, request limitation of processing, object to it or request portability by contacting: web@gpa-groupe.fr.

The Client also has the right to lodge a complaint with the CNIL, under number 2169273. Consent to the processing of personal data being an obligation of the RGPD.

ARTICLE 16 – COOKIES

16.1 – While consulting the Website, data relative to the Client’s browsing of the Website may be recorded in files named “Cookies” which are stored in the Client’s computer or mobile device, provided he chose to allow the use of said cookies; he is able to modify this choice at any time in the browser settings. A cookie is a small text file which cannot be used to identify the user but which records information concerning the browsing by a computer on a site. No personal data are collected by GPA 26 though this activity; the only data collected are statistical and are analyzed in order to optimize the Website. Some cookies are stored until the Client closes his browser, other are store for a longer time. Cookies are stored for a maximal duration of 12 months. The Help section of most browsers tool bars indicate how to refuse new cookies or display a message signaling their reception, or how to disable all cookies. Any modification by the Client of his cookies use is susceptible to alter his browsing and access to certain services requiring the use of cookies.

16.2 – To this day, GPA 26 does not collect, nor uses “behavioral” personal data on the Client, in accordance with Ordinance n° 2011-1012 of August 24th 2011 relative to electronic communications. Any installation of behavioral cookies by GPA 26 on the Website will require prior and express authorization by the Client.

ARTICLE 17 – INTELLECTUAL PROPERTY

All elements of the Site, whether visual or audio, including the underlying technology, as well as the Products, are protected by intellectual property rights such as copyright, trademark or patent. They are the sole property of GPA 26 or its suppliers. Any reproduction, representation or reuse, either partially or entirely, by any process or on any medium whatsoever is forbidden.

Failure to respect this prohibition constitutes an infringement which may incur the civil and criminal liability of the infringer. The Client who has a personal Internet site and who wishes to place, for personal use, on his site a simple link referring directly to the Site, must request prior written authorization from GPA 26, without this authorization being considered as an implicit affiliation agreement. In all cases, any link must be removed at the request of GPA 26.

ARTICLE 18 – PARTIAL NON-VALIDITY

Should one or more stipulations of the GSTC here present are regarded as invalid or declared as such by the enforcement of a law, a regulation, or following the application of a court's decision, all the remaining stipulations will keep their impact.

ARTICLE 19 – APPLICABLE LAW – CONSTESTATIONS

The GSTC are subject to French law. In accordance with article L.133-4 of the French Consumer Code, the Client is informed by GPA 26 of the possibility to resort to, in the event of a dispute, a conventional mediation procedure or to any alternative kind of dispute settlement.

In application of article L616-1 of the French Consumer Code, the contact details of the mediator to whom the customer may apply are as follows:

1. M. le Médiateur du Conseil national des professions de l'automobile (CNPA)

43 bis route de Vaugirard, CS 80016, 92197 Meudon CEDEX.

mediateur@mediateur-cnpa.fr