ARTICLE 1 – OBJECT AND SCOPE OF APPLICATION

These General Terms and Conditions of Sales (Hereinafter the « GTCS ») apply to all sales of new and used automotive spare parts or used vehicles made by GPA 26 (hereinafter referred to as the "Product") to professional (non-consumer) clients (hereinafter referred to as the "Client").

Ordering a Product from GPA 26 implies express and unconditional acceptance of the GTCS and establishes that the Client is acting in the capacity of a professional, thus placing an order for the needs of its professional activity.

The provisions of the French Consumer Code are therefore not applicable to orders placed by the CLIENT, which are governed solely by the present GTCS and the public policy provisions of the French Commercial Code and Civil Code relating to sales.

These GTCS take precedence over any other general or special conditions issued by the CLIENT, unless previously accepted in writing by GPA 26. Any condition of the Client which is contrary, derogatory or complementary to these GTCS shall therefore, in the absence of express acceptance, be unenforceable against GPA 26, regardless of the time at which it may have been brought to its attention.

The contract concluded with GPA 26 thus consists solely of the present GTCS and the special conditions mentioned in the order summary (hereinafter referred to as "the Contract").

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 expressed in euros excluding VAT and, for information purposes, in euros including VAT, on the basis of the VAT applicable on the day the catalog is published. In addition, any change in the VAT rate between order and invoice will be reflected on the invoice.

3.2 – **Delivery fees :** Delivery fees for spare parts are free of charge for shipments within metropolitan France (excluding Corsica). Supplements apply for deliveries abroad.

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

Any tax, duty or other charge that may be payable under the regulations of France, an importing country or a transit country is always payable by the Client, and will therefore be added to the order price.

ARTICLE 4 - CLIENT ACCOUNT / PERSONAL ACCOUNT

The Client must open a client account with GPA 26, providing the information usually requested in such matters, in particular to manage invoicing (extract of Certificate of Incorporation less than 3 months old, bank details, copy of the manager's identity document).

4.1 - Creation process: To create a Personal Account, the Client must visit the Site and complete the mandatory fields in the registration form. Clients may create only one profile for their personal account.

4.2 - Login Information Management : The login and password to access the Personal Area are chosen by the Client, taking into account the availability of logins already created by other Clients. These identifiers are strictly personal and the Client is responsible for keeping them secret. In the case of loss or theft of login details or any unauthorized use of the Personal Space, the Client is responsible of contacting GPA 26 so that new login details can be provided.

4.3 - Activation of the Personal Space: By validating the creation of his Personal Space, the Client:

- Acknowledges having been able to check and modify, if necessary, the information contained therein;

- Guarantees to have provided accurate, up-to-date and complete information concerning his/her identity and contact details.

As soon as the Client has validated the creation of his Personal Space, GPA 26 will send him a confirmation e-mail containing an activation link.

4.4 - Updating client account information : The Client undertakes to regularly update all his personal information, including in his Personal Space, in order to maintain its accuracy.

ARTICLE 5 – ORDERS

Once the client account has been opened, the client can place an order in one of three ways:

- Either online on the www.gpa26.com website, using their login and password

- Or by telephone, Monday to Friday, 08:00 to 18:00: 04 75 61 79 99

- Or by e-mail, Monday to Friday, 08:00 to 18:00: pros@groupe-gpa.fr

For all orders placed on the Site or by telephone, GPA 26 will confirm the order by e-mail once it has been validated by the Customer. In the case of unavailability of a Product, GPA 26 will inform the Customer and may decline the order, or propose a later delivery date, if the Product is likely to be restocked. Furthermore, GPA 26 reserves the right to refuse or cancel any new order in the event of :

- An ongoing dispute with the Customer,

- Total or partial non-payment of a previous order by the Customer,

- Refusal to authorize payment by credit card,

- Non-payment or partial payment of the order in question.

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

In the event of cancellation of an order, the Customer will be reimbursed for the sums paid in advance, at the latest within thirty days of the date of cancellation of the order.

ARTICLE 6 – PAYMENT TERMS

6.1 - Method of payment: Products are payable in advance when the order is made. The Customer may choose to pay by credit card, PayPal or check.

In the case of payment by credit card: The amount of the order is debited upon confirmation of the order by GPA 26. Only the following credit cards are accepted: Carte Bleue, Visa, Mastercard, Eurocard, Amex. Customers must enter their card number,

expiry date, cardholder's name and visual cryptogram directly in the appropriate field. This information is not collected or stored by GPA 26.

To secure credit card payments, GPA 26 uses the Up2Pay (Crédit Agricole) or PAYPAL payment module. This system preserves the integrity and confidentiality of exchanges in such a way that the information transmitted is encrypted by software and is not communicated to GPA 26. In the event of fraudulent use of a bank card, it is the Customer's responsibility to inform GPA 26 as soon as such use is detected.

In the event of payment by check: The check must be made payable to “GPA 26” and sent, within 8 days of the order date, to the following address: GPA 26 - RN7 - La Lauze Sud - 26250 LIVRON-SUR-DROME - FRANCE. The order will not be shipped until GPA 26 receives confirmation from its bank that the cheque has been cashed.

6.2 - Invoicing: An invoice drawn up by GPA 26 in accordance with legal requirements is sent to the Customer with the delivery of the order. It will also be available on the Customer's Personal Space in the case of web orders. No discount will be granted for early payment.

In the event of late or rejected payment, late payment penalties calculated on the basis of three (3) times the legal interest rate will be applied.

In addition, in application of articles L. 441-9 and D. 441-5 of the French Commercial Code, an indemnity of forty euros (€40) per invoice will be due to the creditor for collection costs.

ARTICLE 7 – RETENTION OF PROPERTY

The Product(s) ordered shall remain the property of GPA 26 until full payment has been received by GPA 26. In the event of a payment incident, the Client undertakes to return the Product(s) received to GPA 26 on first request.

On the other hand, on the effective date of taking possession of the Product(s), either by the Client or by a third party of its choice other than the carrier proposed by GPA 26, the risks (in particular of loss, theft or deterioration) concerning the Product(s) delivered are assumed by the Client.

ARTICLE 8 – DELIVERY

8.1 - Place of delivery: Except for products picked up at the “Drive” service, Products can be delivered to most of the European Union, according to the list of countries

available here, and at the prices set out above. When the order has been shipped, a shipping confirmation e-mail is sent to the Client. The Products ordered by the Client will be delivered to the address and in the manner specified at the time the order was made.

8.2 - Delivery time: The estimated delivery date is indicated to the Client before the order is validated. This time is indicative but not contractual.

8.3 - Delay in delivery: In case of delay in delivery regarding the provisional date, the Client must report this delay as soon as possible and within a maximum of 8 days to the GPA 26 customer service department, by e-mail addressed to: web@groupe-gpa.fr. If necessary, GPA 26 will then contact the transport services so that a search can be undertaken, given that a search for a postal shipment can only be initiated 48 hours after the parcel has been dispatched.

ARTICLE 9 – RECEIPT

Upon reception, the Client must check that the products conform to the order and that there are no apparent defects. The Client must also formulate any complaint in a precise manner on the carrier's slip and confirm his reserves to the carrier, by registered letter with acknowledgement of receipt, within 3 working days of receipt, in accordance with article L133-3 of the French Commercial Code, with a copy sent to GPA 26. Without prejudice to the measures to be taken with regard to the carrier, complaints about apparent defects or non-conformity of the product delivered with the product ordered, not attributable to transport, must be made in writing (registered letter with acknowledgement of receipt, fax with acknowledgement of receipt or e-mail with acknowledgement of receipt to web@groupe-gpa.fr) within 7 days of receipt of the Products. Whether or not the Customer has inspected the Products, they are presumed to have been received in good condition, in the absence of reservations formulated under the conditions mentioned above.

ARTICLE 10 - INSTRUCTIONS FOR USE OF PRODUCTS

The Client acknowledges and accepts that the Products sold by GPA 26 must be used in accordance with their intended purpose, with the instructions for use of the Products mentioned on the Site, on the notice accompanying the Products and/or by the manufacturer.

Acting as a Professional, the Client acknowledges that he/she has been fully informed of the conditions of use or moulding of the Products.

The Products sold are not intended for use on racetracks and/or in competition.

New parts must be returned in their original, clean and undamaged packaging. Failing this, no refund will be possible.

Body parts must be presented before any modification. GPA reserves the right to refuse a refund or to apply a discount of between 20% and 50% if the part has been modified (incomplete, partially dismantled, repainted, etc.).

A deduction may be applied in the event of late return, with a reduction of 10% per month of delay on the price of the part.

Non-conforming parts will be kept by GPA for one month. After this period of 30 days, and without further notice from the customer, they will be scrapped.

ARTICLE 11 – CONTRACTUAL WARRANTY (USED CAR PARTS)

Each new part is guaranteed for 12 months.

Each used part may be contractually guaranteed for 24 months. This is indicated on the order summary and invoice.

For the contractual warranty to apply, the assembly of these parts must comply with manufacturers' standards and good practice. It is therefore the Client'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, or to have this done by another professional of his/her choice.

The warranty will be honored by exchange within the limits of available stock. Under no circumstances does the warranty cover the cost of removal, re-installation, ingredients, accessories, postage, breakdown service, immobilization and vehicle rental.

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

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 client 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 impossible, the after-sales service will refund the part. Any intervention on the part, incorrect assembly or faulty adjustment will invalidate the warranty.

The scope of the warranty and the specific conditions under which it applies are set out below for certain wear parts, failure to comply with which will invalidate the warranty:

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

b) For gearboxes, transfers and rear axles. Any peripheral parts are left free of charge and are not covered by the warranty. Certain accessories must be systematically replaced by new ones (see Annex 2 - Gearbox warranty):

- Transmission output and input shaft seals.

- Oil of a quality recommended by the manufacturer.

c) For transmissions: transmission bellows are not guaranteed.

d) For alternators and starters: prior to assembly, the purchaser must check the electrical circuits.

e) For injection pumps: any peripheral parts are left free of charge and are not covered by the warranty. Before assembly, the purchaser must check the power supply circuit.

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

GPA 26 is released from all warranty and liability if an incident results in particular :

- Directly as a result of a defect or unsuitability of another part of the vehicle in connection with the part sold.

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

- Modification or adaptation of the part or of any other part of the vehicle 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

The Products are covered by the legal warranty for hidden defects provided for in articles 1641 et seq. of the French Civil Code, unless the Client has expressly renounced this warranty in return for a reduction in the sale price.

It is the client's responsibility to report any hidden defect immediately.

No Product may be returned by the Client without the prior written agreement (by letter, fax or e-mail) of GPA 26.

If, after inspection, an apparent defect or shortage is found by GPA 26 and attributable to the latter, the Client shall be entitled to the replacement of the Product affected by a hidden defect, at the expense of GPA 26, to the exclusion of any compensation or damages.

ARTICLE 13 - LIABILITY

GPA 26 shall in no event be held liable if the Client does not use the Products in accordance with the instructions for use of the Products mentioned on the Site as well as on the notice which may accompany the Products. In general, GPA 26 shall not be held liable if the improper performance or non-performance of the obligations resulting from the sale is attributable either to the Client, or to the unforeseeable and insurmountable act of a third party to the contract, or to a case of force majeure as defined by jurisprudence, namely in particular industrial disputes, intervention by civil or military authorities, natural disasters, fire, water damage, interruption of the telecommunications or electricity network, external intrusion or the presence of computer viruses. In all cases where GPA 26 is held liable under the GTCS, it may not be required to pay the Client a greater sum than the sums paid by the Client to GPA 26 in execution of the order concerned, by way of damages covering any loss suffered by the Client in execution of the GTCS. In addition, in the case of damage resulting from the execution of an order by GPA 26, the Client undertakes to implement the appropriate measures, having regard to the circumstances, in order to limit such damage. If this obligation is not complied with, GPA 26 will nevertheless be exempted from compensating any damage that the Client could have avoided by taking reasonable and appropriate measures itself.

ARTICLE 14 - PERSONAL DATA

GPA respects the privacy of its users and clients and undertakes to ensure that all information it gathers that could identify the latter is considered as confidential information. The information collected on this site is processed by the company GPA, at

GPA26 - RN7 - La Lauze Sud - 26250 LIVRON-SUR-DROME - FRANCE, which is responsible for processing your requests, orders and registrations.

The collection of Client information is essential for the provision of our services. Refusal to consent to the processing of his personal data would prevent the performance of these services.

If the Client has given their consent at the time of registration, once registered, by modifying their personal information online, their 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 persons required to process it within the company and for subcontractors, provided that the contract signed between the subcontractors and the data controller mentions the obligations incumbent on the subcontractors in terms of protecting the security and confidentiality of the data (article 28 of the European Regulation on the protection of personal data EU 2016/679) and in particular specifies the security objectives to be achieved.

GPA does not transfer any data outside the European Union. Service providers working on the Website on behalf of GPA may have access to or be informed of all or part of this information as a result of the services provided. 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 mentioned above, and only to the extent necessary for the performance of the tasks entrusted to them.

These service providers may contact the Client directly using the contact details provided by the Client. 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 accordance with applicable data protection laws 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 Client may exercise its right of access to data concerning it, rectification, deletion, request a limitation of processing, oppose 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 is a requirement of the RGPD.

ARTICLE 15 - COOKIES

15.1 - When the Site is consulted, information relating to the Client's browsing on the Site may be recorded in 'cookies' files installed on the Client's computer or mobile terminal, subject to the choices that the Client has expressed regarding cookies and which the Client may modify at any time. Cookies are small text files that are installed on the Client's hard disk via their Internet browser, to enable the system to recognise the Client's browser. No personal data is collected by GPA 26 as part of this activity, only statistical data is collected and analysed for the purposes of optimising the Website. Some cookies are installed until the Client's browser is closed, while others are retained for a longer period. Cookies are kept for a maximum of 12 months. The Help section of the toolbar of most browsers indicates how to refuse new cookies or obtain a message informing you of their receipt, or how to deactivate all cookies. Any settings made by the Client with regard to the use of cookies may modify its browsing on the Internet and its conditions of access to certain Services requiring the use of cookies.

15.2 - To date, GPA 26 does not collect or process any personal information known as 'behavioural' information from the Client, as defined by Ordinance no. 2011-1012 of 24 August 2011 relating to electronic communications. Any implementation of behavioural cookies on the Site by GPA 26 shall be subject to the prior express authorisation of the Customer on the Site.

ARTICLE 16 - 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 exclusive property of GPA 26 or its suppliers. Any reproduction, representation or re-use, in whole or in part, on any medium whatsoever is prohibited. 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 authorisation from GPA 26, without this authorisation being considered as an implicit affiliation agreement. In all cases, any link must be removed at the request of GPA 26.

ARTICLE 17 - PARTIAL INVALIDITY

If one or more stipulations of the GTCS are held to be invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations will retain all their force and scope.

ARTICLE 18 - INDEPENDENCE OF THE PARTIES

The Parties acknowledge that they each act on their own behalf as independent professionals and shall not be considered each other's agent. The GTCS do not constitute an association, a franchise or a mandate given by one of the Parties to the other. Neither Party may make any commitment in the name and on behalf of the other Party. Each Party guarantees that it complies with the legal requirements for its activity.

ARTICLE 19 - JURISDICTION

The Commercial Court of ROMANS-SUR-ISERE has sole jurisdiction to hear any disputes arising between the Parties in connection with the performance of the Contract, including those relating to the validity, interpretation, performance or termination of the Contract.

GENERAL TERMS AND CONDITIONS FOR THE SALE OF USED VEHICLES

IT IS FORBIDDEN TO PUT A VEHICLE BACK INTO CIRCULATION BEFORE COMPLETING REPAIRS AND OBTAINING NEW REGISTRATION DOCUMENTS.

The sale of used vehicles is subject to the General Terms and Conditions listed hereafter, as well as specific conditions mentioned on the sale contract established between the parties.

Specific Conditions of Sale:

1) The sale is subject to the following specific conditions, completed if needed by the general conditions hereafter.

2) The transfer of property and risks is realized to the benefit of the BUYER upon delivery. The delivery is deemed to be made as soon as the vehicle is at the disposal of the BUYER at the premises of the SELLER, more specifically as soon as the vehicle is loaded onto the means of transport. The vehicle always travels at the BUYER’s own risks.

3) It is strictly forbidden for the BUYER to park or circulate with the vehicle by its own means on public roads before new registration documents have been issued, as specified hereafter. As a consequence, until the registration documents are issued, the

BUYER commits to carry (or hire a carrier) the vehicle exclusively on an appropriate means of transport: deck, trailer, truck, etc. in compliance with road and security rules.

The mileage mentioned on the odometer cannot be contested since it is not guaranteed.

4) The SELLER informs the BUYER that:

- In case the vehicle must be repaired, it can only be put back into circulation and registered again after a counter-assessment from an expert certifying the vehicle has received the repairs relative to safety that were mentioned on the initial assessment, and that it is safe for circulation in normal conditions.

- As a consequence, the vehicle cannot be put back into circulation nor can received new registration documents before the following conditions are satisfied:

* Have the repairs stipulated on the initial assessment made by the expert (of which a copy is given with the sale contract) be realized by an automotive maintenance professional duly registered as such and under the control of an expert registered on the National List of Automotive Experts in accordance with the Decree 97-813 of August 27th, 1997

* Have the quality of the repairs be checked by an expert and a counter-assessment be established, certifying that said vehicle has received the repairs relative to safety that were mentioned on the initial assessment, and that it is safe for circulation in normal conditions.

* Have the technical control of the repaired vehicle be done, and obtain a favorable certificate of technical control, if the vehicle is subject to it.

5) The BUYER commits to personally realize all administrative procedures with the competent prefecture to obtain new registration documents and put the vehicle back into circulation so that the SELLER will never be disturbed or accused on this matter.