

Thank you for your interest in our products and our brand.

We are happy to work with automotive and racing professionals. Our professional conditions are reserved for all garages and resellers offering our products to individuals. In order to open a professional account and benefit from our trade prices, please follow the procedure below :

- **Create your account online**

If you are not yet a customer on our site, you will need to create an online account at the following address:  
<https://www.driftshop.com/account/>

Once your account is created, fill in your address and complete contact information (company name, first and last name, address, postal code, city, telephone number, country) in the "Address book" section, as well as in the form below:

Business activity :	
First name :	Last name :
Company :	
Address :	
Postal code :	City :
Website URL :	
SIRET :	VAT :
E-mail :	

- **Special conditions applying to sales between professionals**

Please note that the general public sales conditions do not apply to relations between professionals. For this reason, you will find attached the professional terms and conditions of sale, which will come into force for your future orders. We would like to draw your attention to the following points:

- The prices displayed on your various media (website, social networks, flyers, etc.) must respect our public rates.
- We can deliver your customers directly in drop-shipping.
- **B2B Performance Tiers & Advantages:** The program is structured into 3 levels based on your annual purchase volumes excluding VAT:
  - **Bronze:** Annual target of €9,000 excl. VAT – Account activation upon validation of a first order quotation of **€1,500 excl. VAT**.
  - **Silver:** Annual target of €18,000 excl. VAT – Account activation upon validation of a first order quotation of **€3,000 excl. VAT**. Access to a dedicated and prioritized PRO customer service.
  - **Gold:** Annual target of €30,000 excl. VAT – Account activation upon validation of a first order quotation of **€5,000 excl. VAT**. Access to the dedicated PRO customer service and option for **drop-shipping with packages sealed with your own branded tape** (provided by you).
- **Account Activation:** Final activation of the PRO account only occurs after the formal acceptance and payment of the initial buy-in quotation corresponding to the chosen tier.
- **Activity Monitoring & Downgrading:** An automated review is conducted every 6 months. In the event that the annual turnover requirements for your tier are not met, the account may be downgraded or suspended.
- **Definitive Closure:** In the event of account closure due to insufficient activity, a mandatory **one-year waiting period** will be required before any new reopening request can be submitted.
- The right of withdrawal does not apply between professionals: any order is firm and final, non-cancellable and non-refundable.

I have read, and I accept the general conditions of sale to professionals below, I adhere to them without reserve.

<b>Company stamp :</b>	<b>Date and signature :</b>
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**Important !** Please send by e-mail the following documents with this form :

- Official company registration document.
- Valid ID of the manager and/or contact person.

### -Annex-

#### GENERAL TERMS AND CONDITIONS OF SALES - PROFESSIONAL

Sales made on our website [www.driftshop.com](http://www.driftshop.com) (hereinafter the «Website») are subject to the general conditions set forth below. Our objective is to hereby clearly remind you of the terms governing our relation, your rights, and to ensure you perfect predictability.

#### SCOPE OF APPLICATION

These General Terms and Conditions of Sales apply, without restriction or reservation, to all sales made by DRIFTSHOP («the Seller») to professionals («the Customers») wishing to acquire the products offered for sale by the Seller («the Products») on the Website. They particularly specify the terms of order, payment, delivery and management of potential returns of Products ordered by the Customers. These General Terms and Conditions of Sales may be supplemented by special terms and conditions, stated on the Website, before any transaction with the Customer. The present General Terms and Conditions of Sales apply to the exclusion of all others, and in particular to any General Terms and Conditions of Purchase of the Customer.

These General Terms and Conditions of Sales are systematically communicated to any Customer who requests them, to enable him to place an order with the Seller. They are accessible at any time on the Website and, if necessary, will prevail over any other version or any other contradictory document. These

General Terms and Conditions of Sales may be subject to subsequent changes, the version applicable to the Customer's purchase being the ones on the Website at the date of placing an order. The modifications of these General Conditions of Sale are opposable to the users of the Website forty-eight hours (48 hours) as from their on-line publishing and cannot apply to the transactions concluded previously.

#### PRODUCTS OFFERED FOR SALE

The Products offered for sale on the Website are spare parts, accessories, and consumables for vehicles and for motorsports. DRIFTSHOP is specialized in the sale of spare parts for sports, competition, and generic vehicles. The main characteristics of the Products and more particularly the specifications, illustrations and indications of dimensions or capacity of the Products, are presented on the Website.

The Customer is required to read them before placing an order.

The choice and purchase of a Product is the sole responsibility of the Customer. The latter is a professional buyer. The information on the Website is given as an indication and can be revised at any time. The Seller has the right to make any changes that he deems useful. The photographs and graphics presented on the

Website are not contractual and do not engage the responsibility of the Seller. The Customer must refer to the description of each Product in order to know its properties, essential characteristics, and delivery schedules. The contractual information is presented in French and is confirmed at the latest at the time of validation of the order by the Customer. The Products presented on the Website are offered for sale in the following territories: Metropolitan France, DOM TOM, European Union countries, worldwide export on request. In case of an order to a country or territory other than metropolitan France, the Customer is the importer of the Product(s) concerned. For all Products shipped outside the European Union and

French overseas departments and territories, the price will be calculated excluding taxes automatically on the invoice. Customs duties or other local taxes or import duties or state taxes may be due. They will be charged to and are the sole responsibility of the Customer.

#### APPROVAL

The parts offered are not systematically approved for road use. It is up to the user to inquire about the road homologation of his vehicle with the competent services. In any case, the Customer acknowledges that it is forbidden to mount a part on a vehicle intended for use on public highway. Likewise, the Customer acknowledges that in such case, his insurance may not provide him with all the guarantees to which he would have subscribed. In case of doubt, the Customer may freely contact the Seller's services by providing the description and references of the Product and the country of use. The Customer releases the Seller from any responsibility in this matter, in particular in the event of use of non-approved parts on public roads and expressly acknowledges that he is aware of this unapproved nature. Once a vehicle equipped with parts and accessories sold on the present Website is no longer street-legal, its use will be reserved for circuits and private roads.

#### VALIDITY PERIOD OF THE PRODUCT OFFER

Product offers are subject to availability, as specified when the order is placed.

### SELLER'S CONTACT INFORMATION

The Seller's contact information is as follows:

DRIFTSHOP SARL

B 498 478 304 R.C.S. Colmar

Head office : 5 rue de la Mine, 68500 BERRWILLER

contact@driftshop.com - tel: +33 3 67 10 19 75

In accordance with the French Data Protection Act of January 6, 1978, reinforced and completed by the RGPD (General Data Protection Regulation) which came into effect on May 25, 2018, the Customer has, at any time, a right of access, rectification, opposition, deletion and portability of all his personal data by writing, by mail and proving his identity, to the address of the Vendor, mentioned above. The validation of the order by the Customer implies acceptance without restriction nor reservation of these General Conditions of Sales. The Customer acknowledges that he is of legal age and has the required capacity to contract and purchase the Products offered on the Website.

### ORDERS

5-1 . Placing the order: The initial opening of a professional account is strictly conditional upon the validation and payment of a first order quotation (initial buy-in quotation). The minimum amount depends on the selected B2B tier (Bronze: €1,500 excl. VAT; Silver: €3,000 excl. VAT; Gold: €5,000 excl. VAT). The PRO account will only become active on the Website after the formal acceptance and settlement of this quotation by the Customer. Once the account is activated, the Customer is responsible for selecting the Products he wishes to order on the Website, according to the following procedures:

The Customer places an order online from the online catalog, then by means of the form that appears there, for any product, within the limits of available quantities. The Customer is informed of any unavailability of the product or good ordered. For an order to be validated, the Customer must accept it, by clicking on the indicated place and by accepting the present general conditions of sales. Before validating the payment method, he must also specify the address and the delivery method. The Customer can check the details of his order, its total price and correct any errors before confirming acceptance. It is the Customer's responsibility to verify the accuracy of the order and to immediately report or correct any errors.

The registration of an order on the Website is done when the Customer accepts the present General Terms and Conditions of Sales by ticking the box provided for this purpose and validates his order. This validation implies the acceptance of the entirety of the present General Conditions of Sales.

A sale is only final once the confirmation of the acceptance of an order by the Seller has been sent to the Customer via e-mail. It must be sent without any delay, promptly after the Seller has collected the total amount due.

Any order placed, validated by the Customer and confirmed by the Seller, under the conditions and according to the methods described above, on the Website constitutes the formation of a contract concluded at a distance between the Customer and the Seller. Any order implies acceptance of the prices and the description of the products available for sale.

Absent of proof to the contrary, the data recorded in the Seller's computer system shall constitute proof of all transactions concluded with the Customer. The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a payment dispute for a previous order. The Customer will be informed by the Seller of the follow-up of his delivery via e-mails regularly sent by the Seller or in the dedicated space provided in his personal profile.

5-2 . Modification of the order: once confirmed and accepted by the Seller, under the conditions described above, an order cannot be modified.

5-3 . Cancellation of the order: once confirmed and accepted by the Seller, under the conditions described above, an order cannot be cancelled.

5-4 . Right of withdrawal: the right of withdrawal does not apply to sales between professionals. Any order placed by the Customer under the conditions described above is firm and final, non-cancellable and non- returnable.

5-5. Personal profile: Creation of the personal profile: The creation of a personal profile is an essential prerequisite to placing any order on this Website. For this purpose, the Customer will be asked to provide a certain amount of personal information. The Customer agrees to provide accurate information under penalty of termination of the contract by the Seller and deletion of the Customer account.

Functionality of the personal profile: This profile allows the Customer or the member to consult all orders made on the Website, and also allows him, if necessary, to track the delivery of goods purchased.

If the data contained in the personal profile section were to disappear following a fortuitous event, a technical failure or a case of force majeure, the responsibility of the Seller could not be engaged. However, the Seller undertakes to keep in a secure manner all the contractual elements whose conservation is required by the law by law or regulation in force. The Seller also informs the Customer that the safeguard of the personal data of its customers is a primary requirement.

The Seller reserves the exclusive right to delete the account of any member who has violated these terms

and conditions (including but not limited to when the member has knowingly provided false information during registration and creation of his personal profile). The said deletion shall not be construed as a tort for the excluded member who will not be able to claim any compensation for this action.

This exclusion is not exclusive of the possibility, for the Seller, to undertake legal action against the member when facts justify it.

An automated review of the account's activity is performed every 6 months. If the annual turnover conditions corresponding to the Customer's tier are not met (Bronze: €9,000 excl. VAT/year; Silver: €18,000 excl. VAT/year; Gold: €30,000 excl. VAT/year), the Seller reserves the right to adjust the discount level or suspend the professional account. In the event of account closure due to lack of activity or failure to meet the thresholds, an incompressible period of one (1) year will be required before any request for reopening can be considered.

**Password:** When creating the personal profile, the user defines his password. This password guarantees the confidentiality of the information contained in the section called «my account» and the user is therefore prohibited from transmitting or communicating it to a third-party. Otherwise, the Seller cannot be held responsible for unauthorized access to a user's account.

### RATES

The Products are provided at the prices in force displayed on the Website, at the time of the recording of the order by the Seller. The prices are expressed in Euros, exclusive of tax and VAT. The prices take into account any discounts that may be granted by the Seller on the Website. These prices are firm, the Seller reserving the right to modify prices at any time. They do not include shipping, transportation, customs and delivery costs, which are invoiced in addition to the price, under the conditions indicated on the Website and are calculated before an order is placed. Any customs fees are the responsibility of the Customer. If the Customer requests a faster or more expensive shipping method than standard shipping, the additional shipping costs, as they appear at the time of the validation of the order by the Customer, are entirely at his expense.

The payment requested from the Customer corresponds to the total amount of the purchase, including any additional costs.

Special pricing conditions may be applied according to the specificities requested by the Customer concerning, in particular, the delivery terms and deadlines, or the payment terms and conditions.

### PAYMENT CONDITIONS

**7-1. Payment:** The total billing amount is payable in full on the day an order is placed by the Customer, by means of secure payment, including but not limited to: credit cards (Visa, MasterCard, American Express), bank transfers, PayPal. Some costs related to specific payment methods may be charged to the Customer.

However, depending on each order, the Seller reserves the right to not offer certain payment methods or to offer alternative payment methods. The Seller reserves the right not to accept payments from bank accounts held outside the European Union (EU). The costs related to the payment are entirely the responsibility of the Customer. Payment by credit card is irrevocable, except in case of fraudulent use of the card. In this case, the Customer may request the cancellation of the payment and the return of the corresponding amounts.

Payment by check is not accepted. The payment data exchanged is encrypted using SSL, TLS, HTTPS protocols.

**7.2. Late payment:** By express agreement and unless postponement is requested by the Customer and granted by the Seller at least ten (10) days prior to the due date, failure to pay invoices when due shall result in:

- The immediate payment of the totality of the amounts due to the Seller by the Customer, regardless of the methods of payment provided for, without limit of any other action that the Seller may be entitled to take against the Customer,

- The payment of an indemnity equal to 15% of the amount including VAT of the price of the services of the Products appearing on the said invoices, to repair his damages.

- Interest on arrears at the ECB's standard refinancing rate plus ten (10) points calculated on the amount of the price inclusive of tax appearing on the said invoice, shall automatically be acquired and due to the Seller, without any formality or prior notice.

The aforementioned penalties shall be payable without the need for a reminder, without limit to any other action that the Seller may be entitled to take against the Customer in this regard. In the event of late payment, any debtor shall owe the Seller, in addition to the late payment penalties already provided for by law and these General Terms and Conditions of Sale, a fixed-rate allowance for collection costs of forty (40) euros.

**7.3. Offsetting:** Offsetting of amounts due for different services is not permitted without the written consent of the Seller. The same shall apply to debit notes, penalties of any kind or requests for credit notes. In any event, the Seller shall be given the opportunity to respond. Only when these observations have been made and a written agreement has been reached between the parties shall the offset between reciprocal, liquid and due claims be enforceable within the meaning of this clause.

7.4. Invoice disputes: In the event of an error on an invoice issued by the Seller, the Customer has a period of seven (7) business days from the date the invoice has been sent to request a correction. This request may be made in writing or by any means available to the Customer (letter or electronic message).

After verification by the Seller, and in the event of a proven error, a credit note will be issued by the Seller.

Disputes related to a delivery shall in no way suspend payment of other orders.

7.5. Discount: No discount will be given by the Seller for payment within the time limit mentioned in these General Terms and Conditions of Sale.

### **DELIVERIES**

8.1. The Products purchased by the Customer shall be delivered within the timeframe specified in the quotation or displayed when an order is placed on the Website. This timeframe does not constitute a strict timeframe and the Seller shall not be held liable to the Customer in the event of late delivery. The responsibility of the Seller shall in no case be invoked in case of delay or suspension of the delivery attributable to the Customer or in case of force majeure. The delivery is directly made by a service provider such as, but not limited to, UPS, DPD, Ziegler, Transco, Chronopost, GLS, Fedex, or by making the goods available at the Seller's premises. The Customer is required to check the apparent condition of the Products upon delivery. In the absence of reservations expressly made by the Customer at the time of delivery, the Products delivered by the Seller shall be deemed to conform in quantity and quality to the order.

The ordered Products can be delivered in one time or in several times.

8.2. The Customer is required to check the apparent condition of the Products upon delivery. In the absence of reservations expressly made by the Customer at the time of delivery, the Products delivered by the Seller shall be deemed to conform in quantity and quality to the order.

The Customer shall have a period of two (2) days from the date of delivery and receipt of the ordered products to express such reservations to the Seller, and imperatively to the carrier, by registered mail with proof of delivery.

No claim will be validly accepted in case of non-compliance with these formalities by the Customer. The Seller shall replace, as soon as possible and at its own expense, the delivered Products whose lack of conformity has been duly proven by the Customer.

### **9. DROP-SHIPPING**

Drop-shipping services (direct delivery to the Professional's end customer) are available. For accounts within the Gold tier, the Seller agrees to use a custom adhesive tape provided in advance by the Customer to seal the packages, subject to technical and logistical feasibility.

### **OWNERSHIP - TRANSFER OF RISK**

The transfer of ownership of the Seller's Products to the Customer shall only be made after full payment of the price by the latter, regardless of the date of delivery of said Products. Regardless of the date of transfer of ownership of the Products, the transfer of the risks of loss and damage relating thereto shall only be made when the Customer takes physical possession of the Products. The Products travel at the risk of the Seller.

### **SELLER'S LIABILITY - WARRANTY**

In accordance with the legal provisions, the Seller guarantees the Customer against any lack of conformity of the Products and any hidden defect to the exclusion of any negligence or fault of the Customer. The

Company's liability may only be invoked in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any kind. The Seller's warranty is limited to the reimbursement of the Products actually paid by the Customer.

Any warranty is excluded in case of misuse, negligence, or lack of maintenance by the Customer, as well as in the case of normal wear and tear of the Product or force majeure. The warranty shall not apply if the Products have been subject to abnormal use or have been used in conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions described in the instructions of use. It does not apply either in the case of damage or accident resulting from shock, fall, negligence, lack of supervision or maintenance, or in the case of a transformation of the Product.

In order to assert his rights, the Customer shall, under penalty of forfeiture of any action relating thereto, inform the Seller, in writing, of the existence of the defects within a maximum period of eight (8) days from discovery. Seller will replace Products or parts under warranty found to be defective. This warranty also covers labor costs. The replacement of defective Products or parts shall not extend the duration of the above warranty.

Warranties and remedies only apply to items installed by a car professional. The Seller shall not be liable for any consequences resulting from the assembly of the items delivered to the Customer (e.g., labor costs, damage to peripheral devices and other

additional costs are excluded, even if the items have defects or delivery errors). The Seller also reminds the specificity of the products he sells.

The Seller does not guarantee that the assembly of the parts and products sold on this Website, even if they are approved and even if they are assembled on an approved vehicle, will not cause the Customer to lose the benefit of the manufacturer's warranty of the vehicle on which they have been installed. It is the Customer's responsibility to inquire about preserving his warranty in such a case.

### **PROTECTION OF PERSONAL DATA**

Following the Law 78-17 of January 6, 1978, as amended by Law No. 2018-493 of June 20, 2018, let us remind you that the personal data requested from the Customer are necessary to process the order and to issue invoices, including : This data may be communicated to any of the Vendor's partners responsible for the execution, processing, as well as the management and payment of orders.

The processing of information communicated through the Website complies with the legal requirements for the protection of personal data, as the information system used ensures optimum protection of such data.

The Customer has, in accordance with national and European regulations in force, a permanent right of access, modification, rectification, opposition, portability and limitation of the processing of information concerning him. This right can be exercised under the conditions and according to the methods defined on the Website.

### **INTELLECTUAL PROPERTY**

The content of the Website is the property of the Seller and his partners and is protected by French and international laws related to intellectual property. Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright.

### **UNFORSEEABILITY**

In the event of a change in circumstances unforeseeable at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the Civil Code, the Party that has not agreed to assume the risk of excessively onerous performance may request renegotiation of the contract from his/her co-contractor.

### **FORCE MAJEURE**

The Parties shall not be held liable if non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure, as defined in Article 1218 of the Civil Code.

### **FORCED EXECUTION**

In the event that either Party fails to fulfill their obligations, the Party suffering the default shall have the right to request forced execution in kind of the obligations arising from the present contract. In accordance with the provisions of Article 1221 of the Civil Code, the creditor of the obligation may pursue such forced execution after mere formal notice, sent to the debtor of the obligation by registered mail with proof of delivery, which has remained unsuccessful for one (1) month, unless such execution proves to be impossible or if there is a clear disproportion between its cost for the debtor, in good faith, and its interest for the creditor. The Party that is the Victim may, in the event of non-execution of any of the obligations incumbent upon the other Party, request the termination of the contract in accordance with the terms and conditions defined in the article «Termination of the Contract».

### **RESOLUTION**

In the event of non-compliance by either party with the following obligations:

- Delivery of the ordered Products (ARTICLE 2)
- Lack of fair behavior,
- Payment in due terms (ARTICLE 5),
- Respect of intellectual property (ARTICLE 11),

referred to in the articles of these GTC, it may be resolved at the discretion of the injured party. It is expressly understood that termination for failure of a party to fulfill their obligations will take place by operation of law, fifteen (15) days after the sending of a formal notice notified by registered mail with proof of delivery or any judicial act resulting from the sole fact of the non-execution of the obligation, without notice or execution of formalities.

### **APPLICABLE LAW - LANGUAGE**

The present General Terms and Conditions of Sale and the operations resulting from them are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text will be deemed authentic in the event of a dispute.

### **LITIGATION**

#### **18.1. Amicable settlement**

In order to find a solution to any dispute that may arise in the execution of the present contract, the contractors agree to meet within thirty (30) days of receipt of a registered mail with proof of delivery, notified by one of the two parties.

This settlement procedure is a mandatory prerequisite to the commencement of legal proceedings between the Parties. Any legal action brought in violation of this clause shall be declared inadmissible. However, if at the end of a period of thirty (30) days, the Parties are unable to agree on a compromise or a solution, the dispute shall be submitted to the jurisdiction designated below.

#### **18.2. Attribution of jurisdiction**

ALL DISPUTES TO WHICH THE PRESENT CONTRACT AND THE AGREEMENTS RESULTING FROM IT COULD GIVE RISE, CONCERNING BOTH THEIR VALIDITY, THEIR INTERPRETATION, THEIR EXECUTION, THEIR RESOLUTION, THEIR CONSEQUENCES AND THEIR CONSEQUENCES WILL BE SUBMITTED TO THE COURT OF STRASBOURG.