

## GENERAL TERMS AND CONDITIONS FOR WEAVERN SERVICES

*Version of 31 May 2024*

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## **PREAMBLE**

Weavenn (hereinafter "**Weavenn**") is a service provider that offers sellers on marketplaces a range of logistics and transport services for the online marketing of their products on digital marketplaces, as well as additional services.

It is specified that Weavenn is an affiliate of Fnac Darty Participations et Services and Ceva Corporate Services, which contribute their experience and may act as subcontractors to Weavenn in the provision of Weavenn Services.

The purpose of these General Terms and Conditions of Service (hereinafter the "**GTS**") is to define the conditions under which Weavenn provides Weavenn Services to the Marketplace Seller.

### **1. DEFINITIONS**

**Appendices:** refers to the annexes to this document listed in Article 28 "Appendices";

**Shipping Notice:** means the document available on the Seller Area in which the Marketplace Seller completes the information requested and in particular the references of the Eligible Products it wishes to ship to the Warehouses and their quantity;

**End Customer:** refers to the end customer who purchases Products from the Marketplace Seller on the Digital Marketplace;

**Seller Area:** refers to the Marketplace Seller interface provided by Weavenn;

**Module(s):** refers to the specific conditions for the provision of each of the Core Services and Optional Services, as listed in clause 27 "Modules" and which are in addition to the conditions, undertakings and obligations defined in this document;

**Party(ies):** means

- In the singular: Weavenn or the Marketplace Seller individually;
- In the plural: Weavenn and the Marketplace Seller collectively;

**Period(s) of peak activity:** refers to periods of high activity for Weavenn, including Christmas, New Year's Eve, Black Friday, back-to-school and seasonal sales. Peak Activity Periods are established by Weavenn for each calendar year and may be modified in accordance with Article 18 ("Modification of the GTS"). Peak Activity Periods are made available to the Marketplace Seller in the Seller Area. The Marketplace Seller undertakes to take note of them;

**Digital marketplace(s):** refers to the digital marketplace that brings together buyers and sellers;

**Selected Digital Marketplace(s):** refers to the Digital Marketplaces selected by Weavenn and listed in **Appendix 1**;

**Product(s):** refers to the product(s) distributed by the Marketplace Seller;

**Eligible Product(s):** has the meaning given to it in article 7.1 ("Limitations relating to the Products");

**Commercial Assistance Services:** have the meaning given to them in Article 8.2 ("Core Services");

**E-fulfillment Services:** have the meaning given to them in Article 8.2 ("Core Services");

**Core Services:** refers to E-fulfillment Services and Sales Support Services;

**Optional Services:** have the meaning given to them in Article 8.3 ("Optional Services");

**Weavenn Services:** refers to Weavenn's offering, which includes access to a Seller Area and all the services offered by Weavenn to the Marketplace Seller;

**Territory:** means mainland France for the Core Services. The Territory may be restricted or extended in each of the **Modules** corresponding to the various Optional Services;

**Marketplace Seller(s):** refers to professional sellers who sell products on a Selected Digital Marketplace;

**Weavenn:** refers to the simplified joint stock company with capital of 4,000,100 euros, whose registered office is located at 20-22 rue Jean Jaurès, 92800 Puteaux, registered with the Nanterre Trade and Companies Register under number 981 477 474, offering Weavenn Services.

## **2. PURPOSE OF THE GTS**

The GTS define the conditions under which Weavenn, as a service provider, offers Weavenn Services to the Marketplace Seller. In this capacity, Weavenn provides Weavenn Services to the Marketplace Seller, who agrees to abide by all the rules and instructions set forth in the GTS.

It is expressly specified that Weavenn is not contracting with the End Customer or with the Selected Digital Marketplace:

- The contractual relationship between the Marketplace Seller and the Selected Digital Marketplace is governed by the terms and conditions of the Selected Digital Marketplace, which the Marketplace Seller accepts separately when registering on the Selected Digital Marketplace;
- Under no circumstances can Weavenn be considered as the seller of Products offered by the Marketplace Seller on the Selected Digital Marketplace. Contractual relations between the Marketplace Seller and the End Customer are governed by the Marketplace Seller's general terms and conditions of sale, which the End Customer accepts under the conditions defined on the Selected Digital Marketplace.

The GTS are accessible to the Marketplace Seller at any time from its Seller Area.

## **3. ENTIRE AGREEMENT**

The Marketplace Seller acknowledges that it has read the GTS, including the **Modules** and **Appendices** which form an integral part thereof, and accepts them unreservedly. The GTS may be amended by any special conditions of service (hereinafter the "**SCS**").

This acceptance is materialised by validation when registering on the Seller Area or by signing the GCS and any SCS.

The GTS, **Modules** and **Appendices**, as well as any SCS, constitute the entire agreement between Weavenn and the Marketplace Seller.

In the event of a contradiction between any provision of the GTS and any provision of the SCS, the provision of the SCS shall prevail. In the event of a contradiction between the **Modules** and **Appendices** and the provisions of the GTS, the provisions of the **Modules** and **Appendices** shall prevail.

The GTS are written in French. In the event of any contradiction between the GTS in French and their translation (even if provided by Weavenn), the French text shall prevail.

#### **4. INDEPENDENT PARTIES**

The Marketplace Seller acknowledges that the GTS may in no way be interpreted as creating any legal or de facto partnership, any agency or representation relationship (subject to the limited mandate in article 13.5 below ("Management of payments/refunds to End Customers"), any employment contract between Weavenn and the Marketplace Seller, or between one Party and the employees or collaborators, suppliers, service providers, subcontractors or other third parties of the other Party.

As a mere service provider to the Marketplace Seller (and not (i) to the Selected Digital Marketplaces, which have entered into a contract with the Marketplace Seller, (ii) or to the End Customers, who have themselves entered into a contract with the Marketplace Seller), Weavenn is bound only to the Marketplace Seller.

It is hereby specified that when Weavenn acts on behalf of the Marketplace Seller in accordance with the provisions of article 13.5 below ("Management of payments/refunds to End Users"), it commits the Marketplace Seller within the limits set out in this article and the Marketplace Seller undertakes to (i) bear all related costs (refund, commercial gesture, etc.) and (ii) assume responsibility for them (in this respect, it is specified that Weavenn will benefit from the provisions of articles 1999 and 2000 of the French Civil Code).

As independent professionals, each Party will bear the costs and expenses incurred by its own activity as well as the related tax and social security charges.

#### **5. CONDITIONS OF ACCESS TO WEAVERN SERVICES**

Access to Weavenn Services is subject to the Marketplace Seller opening an account in the Seller Area that meets all of the following conditions:

- be registered with the Company Register or the "*Répertoire des Métiers*" for companies domiciled in France and with any equivalent register for companies domiciled in another country;
- hold a business bank account with a bank offering sufficient guarantees and located in one of the countries in the Euro Payments Area, and have signed a "SEPA" mandate drawn up in accordance with the model attached in **Appendix 2**;
- for Marketplace Sellers located outside the European Union - submit the documents relating to the appointment of an authorised representative established in the European Union, in

charge of the obligations relating to the conformity of the Products in the name and on behalf of the Marketplace Seller;

- sell Products on a Selected Digital Marketplace ;

Marketplace Sellers located outside France may be subject to an in-depth verification procedure.

After having read and accepted the GTS, the Marketplace Seller completes the account application form and submits the requested documents. Weavenn reserves the right to request any additional supporting documents.

Weavenn reserves the right to refuse any registration request.

The Marketplace Seller undertakes (i) to comply with the conditions for opening an account (see above) throughout the duration of the GTS, (ii) to provide only accurate information, and (iii) to inform Weavenn without delay of any change affecting these conditions and information. Weavenn may withdraw access to Weavenn Services and terminate the Marketplace Seller's registration with immediate effect (without notice) in the event of non-compliance with this undertaking.

## **6. ACCESS TO THE SELLER'S AREA**

Once registration has been accepted by Weavenn, the Marketplace Seller accesses his Seller Area using the username and password created when the account was opened. This data is the sole responsibility of the Marketplace Seller. The Marketplace Seller is responsible for preserving the confidentiality of the username and passwords.

Any loss, misappropriation or fraudulent use of username and passwords will result in an immediate alert from the Marketplace Seller to Weavenn via the Seller Area.

The Marketplace Seller is exclusively responsible for any unauthorised access, damage and harmful consequences caused by any breach by the Marketplace Seller of the confidentiality of the login and password.

## **7. LIMITATIONS ON THE SCOPE OF WEAVERN SERVICES**

### **7.1. Limitations relating to Products**

The Marketplace Seller guarantees that it only sells Products of which it is the owner, that it is authorised to sell the Products and that they are not encumbered by third party rights. In particular, the Marketplace Seller guarantees that the Products are not counterfeit, that their sale does not infringe trademark law or a selective or exclusive distribution network, or any other third party rights.

The Marketplace Seller also guarantees that the Products comply with applicable laws, regulations and standards (including marking or labelling requirements), in particular with regard to product safety.

The Marketplace Seller also guarantees that the Products do not fall within the definition of dangerous products and prohibited products as listed in **Appendix 3**, and comply with any indications set out in **Appendix 3** concerning delivery services (regulations governing the transport of dangerous goods – “ADR” nomenclature).

In order to benefit from Weavenn Services under the terms of the GTS, the Products must be Eligible Products, i.e. they must meet the conditions set forth in the **Modules** corresponding to the concerned Core and Optional Services (it should be noted that each Module has a specific definition of Eligible Products). Otherwise, the Products will not be eligible for Weavenn Services.

**7.2. Limitation to Marketplace Sellers**

Weavenn Services will only be provided by Weavenn to the Marketplace Seller under the terms of the GTS for Eligible Products distributed by the Marketplace Seller on a Selected Digital Marketplace.

**7.3. Limitation to the Territory**

Weavenn Services are only available in the Territory.

It is specified that for each of the Optional Services, the Territory can be restricted or extended in each of the corresponding **Modules**.

**8. DESCRIPTION OF WEAVENN SERVICES**

Weavenn Services consist of (i) access to a Seller Area through which the Marketplace Seller accesses the (ii) Core Services and any Optional Services that enable him to manage the logistical aspects of selling Eligible Products on the Selected Digital Marketplaces.

**8.1. The Seller's Area**

The Seller Area allows the Marketplace Seller to:

- Register Eligible Products and information about them;
- Fill in the information relating to the shipment of Eligible Products by the Marketplace Seller on the Shipping Notice form;
- Access real-time monitoring of Weavenn Services and the stock of Eligible Products held by the Marketplace Seller.

**8.2. Core Services**

The following Core Services must be subscribed to by the Marketplace Seller:

- the E-fulfillment Services, the terms and conditions of which are set out in **Module 1** ("Terms and Conditions of E-fulfillment Services"). The E-fulfillment Services include receiving, placing in stock, storing, preparing orders, packaging, delivering and returning Eligible Products;
- Commercial Assistance Services, the terms and conditions of which are set out in **Module 2** ("Terms and Conditions of Commercial Assistance Services"). The Commercial Assistance Services consist of dealing with requests from End Customers relating to their orders for Eligible Products.

E-fulfillment Services and Commercial Assistance Services are inseparable and cannot be subscribed to separately.

**8.3. Optional Services**

Weavenn may add Optional Services to the Weavenn Services and offer them to Marketplace Sellers.

#### **8.4. Evolution of Weavenn Services**

The Core Services and Optional Services may be subject to additions, modifications and deletions. These modifications will be notified to the Marketplace Seller under the conditions set out in article 18 ("Modification of the GTS").

### **9. CONDITIONS OF USE OF WEAVERN SERVICES BY THE MARKETPLACE SELLER**

#### **9.1. STEP 1: Registering Eligible Products on the Seller Area**

The references of Eligible Products that the Marketplace Seller wishes to entrust to Weavenn for execution of Weavenn Services are entered into the Seller Area by transferring data from the Selected Digital Marketplace.

To this end, the Marketplace Seller expressly authorises Weavenn to collect data relating to orders from the Selected Digital Marketplace, in compliance with the stipulations of article 21 ("**Protection of Personal Data**") and more generally with all applicable legislation and regulations.

The Marketplace Seller also provides Weavenn with the following information about Eligible Products on its Seller Area:

- The weight of Eligible Products;
- The dimensions of the Eligible Products (width + length + height);
- The information requested in each of the **Modules**, depending on the Weavenn Service concerned, if applicable.

For each of the Eligible Products that it registers on the Seller Area, the Marketplace Seller undertakes in any event to:

- complete all the information requested on Eligible Products;
- check the accuracy of the information relating to Eligible Products;
- check the conformity of the characteristics of the Eligible Product, its packaging, the offer and the terms and conditions of sale;
- update the information relating to Eligible Products without delay, in the event of changes.

Weavenn may refuse to register a new Eligible Product reference, in particular because it is a dangerous or prohibited product or because it does not meet the definition of an Eligible Product.

The Marketplace Seller may withdraw the registration of any of its Products at any time.

#### **9.2. STEP 2: Shipment of Eligible Products**

Under its responsibility, the Marketplace Seller enters all information relating to the shipment and tracking of Eligible Products via the Seller Area:

- the references of the Eligible Products concerned, registered on the Seller's Area;
- the number of Eligible Products it wishes to ship, in accordance with the terms and conditions set out in **Module 1**;

- the information below relating to the sale of Eligible Products in compliance with the provisions of article 21 ("**Protection of Personal Data**") and more generally with all applicable laws and regulations:
  - Information relating to End Customers (surname, first name, postal address, e-mail address, delivery address, mobile telephone number, End Customer number);
  - Information relating to the conditions of sale: reference of the Eligible Product, date of sale, commercial guarantees granted by the Marketplace Seller;
  - the information provided in each of the **Modules**, depending on the Weavenn Service concerned, if applicable.

The conditions under which Eligible Products are shipped by the Marketplace Seller and received by Weavenn are defined in **Module 1**.

## **10. WEAVERN SERVICE MONITORING TOOLS FOR MARKETPLACE SELLER**

### **10.1. Tools available in the Seller Area**

The Marketplace Seller, via its Seller Area, is informed in real time of the implementation of each of Weavenn's Services and has access to:

- the status of its stock of Eligible Products in real time;
- tracking orders for Eligible Products;
- real-time tracking of deliveries of Eligible Products.

This information will remain available for a period of two (2) years.

### **10.2. Weavenn's support and handling of Marketplace Seller complaints**

To ensure proper use of Weavenn Services, Weavenn undertakes to support the Marketplace Seller by:

- Sharing best practice on Weavenn Services;
- Getting to grips with the solutions associated with Weavenn Services;
- Answering questions about order management and/or disputes;
- Responding to any complaints from the Marketplace Seller regarding the provision of Weavenn Services.

The Marketplace Seller may contact Weavenn from 9am to 12pm and 2pm to 6pm, 5 days a week - Monday to Friday (excluding bank holidays) by email at [hypercare@weavenn.com](mailto:hypercare@weavenn.com).

In this context, Weavenn undertakes to:

- provide an initial response to any question or complaint from a Marketplace Seller within 48 hours - Weavenn reserves the right to adjust this timeframe according to Periods of peak activity;
- provide the Marketplace Seller with data on the quality of service provided by Weavenn Services (e.g. late order rates, refund rates).

In the event of non-compliance with these commitments, the Marketplace Seller may file a complaint with Weavenn, which undertakes to deal with the complaint in good faith and to seek a solution (provided that the solution does not result in significant additional costs for the Marketplace Seller and/or Weavenn).

However, it is expressly stipulated that the Marketplace Seller may not make any claims:

- relating to Weavenn's handling of an order, beyond thirty (30) days after receipt by the End Customer of the order, this period constituting a foreclosure period;
- relating to a decision taken within the framework of Commercial Assistance Services, beyond thirty (30) days after receipt by Weavenn of the End Customer's complaint, this period constituting a foreclosure period;
- relating to a decision made by Weavenn more than thirty (30) days after the communication to the Marketplace Seller of the said decision, this period constituting a foreclosure period.

### **10.3. Impact of Periods of peak activity**

In addition, the Marketplace Seller is informed of the additional difficulties associated with Periods of peak activity and their potential impact on service quality. In this context, Weavenn will make its best efforts to limit the negative effects on the quality of Weavenn Services (it being made clear that this commitment should not be interpreted as obliging Weavenn to bear additional costs in order to maintain the quality of Weavenn Services).

## **11. COMPLIANCE WITH LAWS AND REGULATIONS BY THE MARKETPLACE SELLER**

In addition to the commitments made by the Marketplace Seller regarding the Products in article 7.1 ("Limitation to Eligible Products"), the Marketplace Seller undertakes to comply strictly with the norms and standards in force in the profession and also with the legislative and regulatory provisions in force in the context of the marketing of the Products (including the lawfulness of the Marketplace Seller's own policy for the management of complaints and disputes where the latter has chosen this paying option).

The Marketplace Seller ensures that all of its messages and communications to End Customers concerning the delivery of Eligible Products comply with the terms and conditions of the GTS, in particular concerning delivery methods, return conditions and access to Commercial Assistance Services.

## **12. KPI COMPLIANCE BY THE MARKETPLACE SELLER**

The Marketplace Seller undertakes to comply with the following indicators ("**KPIs**") specific to the use of Weavenn Services, designed to measure its quality and reliability:

- Quality of packaging (including pallets) of Eligible Products sent;
- Compliance with the information given on the Shipping Notice (reference, weight, dimensions);
- Compliance with requests for information relating to the receipt of Eligible Products by Weavenn;
- Quality and professionalism of exchanges between the Marketplace Seller and Weavenn.

The Marketplace Seller undertakes to spontaneously implement any useful action in order to comply with the aforementioned KPIs.

Marketplace Sellers can track changes in their KPIs on a daily basis in the Seller Area.

In the event of a serious breach by the Marketplace Seller of any of the obligations set forth in this article, Weavenn may automatically terminate the Marketplace Seller's registration under the conditions defined in article 17.2 ("Termination for breach").

## **13. FINANCIAL CONDITIONS**

### **13.1. Rates**

The current prices for the Core Services and Optional Services invoiced by Weavenn to the Marketplace Seller are listed in the **Appendices** of each of the corresponding **Modules**. Prices are quoted in euros, excluding VAT.

### **13.2. Changes to the Weavenn Services tariff**

Weavenn reserves the right to make changes to the current Weavenn Services prices in accordance with the conditions set out in Article 18 ("Changes to the Terms and Conditions of Sale").

### **13.3. Billing for Weavenn services**

#### *13.3.1 E-fulfillment services :*

Services related to the storage are invoiced as soon as the Eligible Products are added to the stock held by Weavenn.

Services related to the preparation and dispatch of an order are invoiced as soon as Weavenn hands over the Eligible Products to the carrier.

For all E-fulfillment Services, invoices are issued on a decadal basis on the 11th of the month for E-fulfillment Services carried out between 1<sup>er</sup> and the 10th of the month, on the 21st for E-fulfillment Services carried out between the 11th and the 20th of the month and on 1<sup>er</sup> of the month for E-fulfillment Services carried out between the 21st and the last day of the previous month.

#### *13.3.2 Other Weavenn Services*

Other Weavenn Services are invoiced on the 21st of the month following the month in which they are performed (periodic invoicing within the meaning of article L.441-10 of the French Commercial Code).

The invoice will be accompanied by a detailed report serving as proof.

### **13.4. Terms of payment for Weavenn Services**

As the Marketplace Seller has signed a "SEPA" mandate for the payment of Weavenn Services (article 5 "Terms of access to Weavenn Services"), invoices are subject to direct debit on the date the invoice is issued.

In the event that a direct debit is rejected, Weavenn reserves the right to suspend Weavenn Services until the Marketplace Seller has made payment. In the event that the situation is not remedied within thirty (30) days, Weavenn may terminate these GTS in accordance with article 17.2 ("Termination for breach").

In the event of late payment of an invoice, Weavenn may apply late payment penalties calculated on the basis of the interest rate of the European Central Bank applicable to its most recent refinancing operation plus 5 points, as well as a fixed indemnity for collection costs of forty (40) euros.

Weavenn's claims against the Marketplace Seller will be offset against Weavenn's claims against the Marketplace Seller in accordance with the law. The Marketplace Seller is hereby informed that the set-off will take place automatically.

### **13.5. Management of payments/reimbursements to End Customers**

Weavenn Services, even in the event of a dispute with an End Customer, do not oblige Weavenn to pay any amount directly to an End Customer in its name and on its behalf. In any event, the relationship must be managed between the Marketplace Seller and the End Customers.

It is expressly stated that under the GTS, Weavenn is entrusted by the Marketplace Seller to manage complaints and disputes with End Customers in the name and on behalf of the Marketplace Seller, Weavenn then acts on behalf of the Marketplace Seller on the basis of (i) the general instructions proposed by Weavenn for the management of complaints and disputes (as defined in **Module 2**) or (ii) the instructions of the Marketplace Seller's own policy when the latter has chosen this paying option or (iii) specific written instructions from the Marketplace Seller when Weavenn deems it necessary to request them. In this context, Weavenn commits the Marketplace Seller to the limits set out in these instructions and the Marketplace Seller undertakes to (i) bear all related costs (reimbursement, commercial gesture, etc.) and (ii) assume responsibility for (in this respect, it is specified that Weavenn will benefit from the provisions of articles 1999 and 2000 of the French Civil Code and from the set-off set out in article 13.4 above ("Terms of payment for Weavenn Services").

## **14. INTELLECTUAL PROPERTY**

Weavenn Services, the Seller's Area, trademarks, domain names, databases, software, content and all other elements making up Weavenn Services or accessible to the Marketplace Seller when accessing Weavenn Services, without this list being exhaustive, are the exclusive property of Weavenn or the property of third parties having granted Weavenn a license.

None of the provisions of the GTS may be interpreted as granting the Marketplace Seller an assignment or a right of use of any intellectual property right of which Weavenn has ownership or the right of exploitation.

## **15. LIABILITY**

### **15.1. Liability of the Marketplace Seller**

Weavenn reminds the Marketplace Seller that it is the Marketplace Seller's responsibility to:

- To comply with the legislation applicable to a commercial activity and, in particular, to comply with registration obligations and accounting, social and tax obligations and to pay all taxes;
- To act in accordance with consumer protection legislation and, more specifically, to fulfil all the obligations imposed on him by the French Consumer Code (“Code de la consommation”), including - but not limited to - the obligation to provide pre-contractual information, obligations relating to the legal guarantee of conformity and commercial guarantees, obligations relating to the right of withdrawal, etc. ;
- To act in accordance with the legislation relating to the French Data Protection Act (“loi Informatique & Libertés”), and in particular to ensure that End Customers are able to exercise their rights of opposition, rectification and access to data concerning them.

In general, the Marketplace Seller is solely liable for any and all damage and harm caused to End Customers and to any other third party as a result of the content it communicates to Weavenn and places online on a Digital Marketplace, the Products it offers and the sales it concludes.

#### *15.1.1 Liability for Products:*

The Marketplace Seller is fully liable for the Products it sells, including:

- Their authenticity and respect for intellectual property rights held by third parties;
- The absence of restrictions on marketing the Products (regulatory restrictions or restrictions linked to an exclusive or selective distribution network);
- Their qualities and characteristics, including the stability of the chemical, organic and physical characteristics of the Products;
- Their compliance with applicable legal and regulatory standards and requirements and their safety;
- Their labelling (excluding the label drawn up and affixed by Weavenn for transport and delivery to the End Customer);

provided, however, that the defect or non-conformity is not the result of a failure by Weavenn to comply with its obligations under the GTS, and in particular with storage conditions.

#### *15.1.2 Liability for the conditions under which Products are marketed and sold*

The Marketplace Seller is fully responsible for the accuracy and legal compliance of the information provided concerning the Products and for the conditions under which the Products are marketed and sold (including the legality of the Marketplace Seller's policy for handling complaints and disputes where he has chosen this paying option).

#### *15.1.3 Guarantee*

The Marketplace Seller warrants and indemnifies Weavenn against any penalties and/or damages suffered by Weavenn, and against any liability action brought against Weavenn as a result of the Marketplace Seller's breach (i) of the above undertakings, (ii) of any right of a third party, including an End Customer, whether such damage results from the sale of Products, the Marketplace Seller's use of Weavenn Services, or any other act of the Marketplace Seller.

Each of the Parties must notify the other Party in writing as soon as possible of any claims made by third parties on these grounds. In this context, the Marketplace Seller undertakes to communicate without delay the information requested by Weavenn to defend its interests.

## **15.2. Weavenn's liability**

As Weavenn is not involved in relations between Marketplace Sellers and Selected Digital Marketplaces or in sales concluded between Marketplace Sellers and End Customers, it cannot be held liable in the event of a dispute between a Marketplace Seller and a Selected Digital Marketplace, or in connection with the Products and their sale.

Weavenn may only be held liable towards Marketplace Sellers for events for which it is directly responsible and may not be held liable for indirect damages, in particular loss of opportunity to sell Products, damage to image, etc. Weavenn may not be held liable in the event of misuse by the Marketplace Seller of Weavenn Services or failure by the Marketplace Seller to comply with legal and regulatory obligations related to the sale of Products. Under no circumstances may Weavenn be held liable in the event of improper use of Weavenn Services by the Marketplace Seller or failure by the Marketplace Seller to comply with legal and regulatory obligations relating to the sale of Products.

Weavenn undertakes to inform the Marketplace Seller of any loss or damage to Products caused during storage (from the time of receipt by Weavenn under the conditions defined in **Module 1**) or delivery of Products to the End Customer. Weavenn's liability in the event of loss or damage to Products is strictly limited to loss, theft and damage directly caused by Weavenn's fault during storage or delivery to End Customers and will be strictly limited to the indemnification terms set forth in the corresponding **Modules**.

To the extent permitted by law, Weavenn's cumulative liability for all damages per calendar year is in any event limited to fifty (50) % of the total amount (excluding VAT) of Weavenn Services received by Weavenn from the Marketplace Seller during that calendar year.

## **16. INSURANCE**

The Marketplace Seller certifies that it has taken out an insurance policy with a reputable and solvent insurance company established in France for all the financial consequences of its professional civil liability and as a seller of Products, whether tortious and/or contractual, due to bodily injury, material and immaterial damage caused to Weavenn and to any third party.

Weavenn certifies that it has taken out an insurance policy covering the financial consequences of professional, tort and/or contractual liability for Weavenn Services provided under the GTS. However, Weavenn does not take out damage insurance covering the Products in the absence of any fault by Weavenn (risks of fire, explosion, water damage, burglary, natural disasters and all other events, etc.) and it is the responsibility of the Marketplace Seller to insure the Products against these risks. The Marketplace Seller waives all recourse against Weavenn and/or its insurers and undertakes to obtain the same waiver from its insurers, for damage caused to the Products and originating from one of the events mentioned above, except in the event that Weavenn is directly liable.

## **17. DURATION**

### **17.1. Duration**

The Marketplace Seller is registered (and can benefit from Weavenn Services) for an indefinite period from the date of acceptance of the GTS.

Marketplace Seller may terminate his subscription to Weavenn Services at any time via the Seller Area. This cancellation will take effect after a minimum of fifteen (15) days' notice.

Weavenn may terminate the Marketplace Seller's registration to Weavenn Services at any time, subject to notification sent to the Marketplace Seller by email to the address corresponding to his/her login. This cancellation will take effect after a minimum of fifteen (15) days' notice.

It is hereby specified that the minimum notice period stipulated above, both in the case of de-registration by the Marketplace Seller itself, and in the case of de-registration of the Marketplace Seller by Weavenn, will be increased to one (1) month for a relationship lasting one year, to two (2) months for a relationship lasting two years, and so on, it being specified that the notice period may not exceed six (6) months (for relationships lasting six years or more).

### **17.2. Termination for breach**

Without prejudice to the other provisions of the GTS that allow Weavenn to terminate the Marketplace Seller's registration (including, but not limited to, the provisions of Article 5 ("Conditions of access to Weavenn Services")), Weavenn may terminate the Marketplace Seller's registration without prior notice in the event of a serious breach by the Marketplace Seller of its obligations, such as, but not limited to, failure to comply with legal, regulatory and tax obligations, counterfeiting, infringement of third-party rights, etc. In this case, the Marketplace Seller will simply be notified of the termination by e-mail sent to the address provided by the Marketplace Seller, with immediate effect.

### **17.3. Consequences of ending the relationship**

At the end of the relationship, for whatever reason, Weavenn will perform the Weavenn Services still in progress under the conditions defined in the GTS (and in particular the financial conditions set out in article 13 above).

With regard to Commercial Assistance Services, Weavenn's commitment is however limited to requests from End Customers made within fifteen (15) days from the date of receipt by of the End Customer's order placed during the relationship.

In order to monitor ongoing Weavenn Services, the Marketplace Seller:

- Will still be able to access the Seller Area, but only to monitor Weavenn Services that are still in progress and for which the Marketplace Seller will ensure immediate payment;
- but will no longer be able to request Weavenn to provide other Weavenn Services. In particular, on the date of deregistration or termination, Weavenn will modify the information relating to the Marketplace Seller's available stock of Eligible Products so that it shows a zero stock of Eligible Products, preventing the Marketplace Seller from benefiting from other Weavenn Services. It is then the responsibility of the Marketplace Seller to take all necessary steps to ensure the continuity of its Product sales. Weavenn cannot be held responsible for any organizational failure on the part of the Marketplace Seller resulting in the unavailability of the Marketplace Seller's Eligible Products.

A joint inventory of the stocks of Eligible Products will be carried out on the day the relationship ends, at the expense of the Marketplace Seller. This inventory will lead to the implementation of the stipulations set out in **Module 1** concerning shrinkage.

All sums owed by the Marketplace Seller to Weavenn on the effective date of termination and sums owed for current Weavenn Services will become immediately payable. In the event of outstanding sums owed by the Marketplace Seller, Weavenn may exercise a right of retention on the Eligible Products stored, until such sums have been paid in full.

In the absence of unpaid invoices, or upon full payment of the amounts due, Weavenn will return the entire stock of Eligible Products to the Marketplace Seller within fifteen (15) days, or destroy the stock, at the Marketplace Seller's discretion and at the Marketplace Seller's sole expense.

## **18. AMENDMENT TO THE GTS**

Weavenn reserves the right to make changes to the GTS, **Modules** and **Appendices**.

The Marketplace Seller will be informed of any such changes (including a change in prices) by an e-mail sent by Weavenn at least thirty (30) days before the date on which the amended GTS come into force.

The Marketplace Seller may accept the modifications or terminate its registration under the conditions set out in article 17.1 ("Duration").

If the Marketplace Seller does not deregister, the modified GTS will apply to all orders placed after the effective date and to all Weavenn Services still in progress at that date. In the event of deregistration by the Marketplace Seller, the previous GTS will continue to apply for the performance of article 17.3 ("Consequences of the end of the relationship").

## **19. SUBCONTRACTING**

Weavenn may subcontract all or part of the performance of the Services.

Weavenn undertakes to select its subcontractors and to define their obligations in such a way as to ensure strict compliance with its own obligations under the GTS.

The Marketplace Seller acknowledges that its sole contact is Weavenn and that it cannot file claims directly with Weavenn's subcontractors.

## **20. FORCE MAJEURE**

Neither of the Parties shall be deemed to have failed to perform any of its obligations under the GTS if performance is prevented by the occurrence of an event constituting force majeure.

For the purposes of the GTS, "force majeure" means any event beyond the control of the Party prevented from performing, the effects of which cannot be avoided by appropriate measures and which makes it impossible to perform the GTS under reasonable economic conditions. Where necessary, it is specified that a natural disaster may constitute a force majeure event for the purposes of the GTS.

The Parties also agree that any event (i) constituted by an epidemic, a pandemic, a health crisis, a public health emergency, etc. or (ii) directly or indirectly related to such circumstances (such as, in

particular, sanitary measures, confinement orders, travel restrictions, etc.) may constitute a "force majeure" event within the meaning of the GTS.

In particular, the Parties agree that any event and its consequences, directly or indirectly related to the distribution of Covid-19 in France or on a wider scale, may constitute "force majeure" within the meaning of the GTS.

The Party prevented by the case of force majeure will be exempted from performing its obligations to the extent of this impediment, provided that it has notified the other Party by registered letter with acknowledgement of receipt, within eight (8) days of the date of occurrence of the event. This notification must contain a precise description of the case of force majeure and provide all available information likely to enable the Parties to anticipate, as far as possible, the possible effects of this event on the performance of the GTS.

The other Party will then, in the same way, be relieved of the performance of its own obligations, to the extent of the impediment in question.

As soon as the case of force majeure has ended, the Party prevented shall immediately notify the other Party and shall resume performance of the GTS without delay.

In the event that the duration of the suspension due to force majeure persists beyond a period of fifteen (15) days from the date of notification of its occurrence, the Parties agree to enter into discussions in order to take account of this exceptional situation.

If the Parties are unable to agree on the action to be taken in this situation within a period of fifteen (15) days from the expiry of the fifteen (15) day period referred to above, the unimpeded Party may immediately terminate the Marketplace Seller's registration as of right, by registered letter with acknowledgement of receipt.

## **21. PROTECTION OF PERSONAL DATA**

Each Party is considered to be the controller, within the meaning of Regulation No. 2016/679 (hereinafter "**GDPR**"), of the personal data (hereinafter "**Personal Data**") of the users of its services.

When processing Personal Data within the framework of the GTS, each of the Parties undertakes to comply with the regulations in force relating to the processing of Personal Data and in particular with the GDPR.

The Parties acknowledge that, in the context of their contractual relationship, each Party acts as the controller of the Personal Data it processes for its respective needs.

Each Party is therefore solely responsible for the use of the Personal Data it makes on its own behalf, independently of the other Party.

Each Party acknowledges that it may communicate or transmit Personal Data to the other Party for the performance of its obligations under the GTS. Each Party warrants that such Personal Data will be processed and transmitted in accordance with applicable data protection laws.

Each Party shall put in place appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the processing, such measures being in particular appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorised

disclosure of the Personal Data processed under the GTS. These measures must take into account the state of the art, the nature, scope, context and purposes of the processing, as well as the risk of harm resulting from unauthorised or unlawful processing, or accidental loss, destruction or alteration of Personal Data.

Each Party acknowledges that it has provided the other Party with Personal Data that is (i) relevant, adequate for the purposes of the GTS, understandable and up-to-date. Each Party shall inform the other Party if the Personal Data is incomplete, inaccurate or not up to date and shall take all appropriate measures to update it, and (ii) in accordance with the rules applicable to transfers of Personal Data.

In accordance with Article 15 of the GDPR, each Party guarantees that it provides the data subject with all the information requested concerning the processing of Personal Data.

In accordance with Articles 13, 14, 16, 17 and 21 of the GDPR, each Party acknowledges that data subjects have a right of access, rectification, erasure or objection to its use of Personal Data. Where it deems it necessary, each Party undertakes to communicate to the other any request it may receive directly from a data subject exercising the aforementioned right concerning him or her and expressly referring to the other Party.

In accordance with Article 30 GDPR, each Party undertakes to keep a register of the processing activities for which it is responsible.

Weavenn undertakes to process the Personal Data provided by the Marketplace Seller only for the purposes of providing the services requested and, where applicable, in order to meet its legal obligations. Weavenn will not make any commercial or marketing use of the Personal Data provided.

## **22. ETHICS – ANTI-CORRUPTION**

The Marketplace Seller undertakes to comply with the contents of the "Code of Business Conduct" referred to in **Appendix 4**.

The Marketplace Seller also undertakes to comply with national and/or European and/or international laws and/or regulations applicable to the activities covered by the GTS, including in particular national and/or European and/or international laws and/or regulations applicable to corruption, influence peddling and any other similar or related offence.

If the Marketplace Seller has more than five hundred (500) employees and a turnover of more than one hundred (100) million euros, it declares that it has set up a system for preventing and combating corruption (Article 17 of Law no. 2016-1691 of 9 December 2016 on transparency, combating corruption and modernising economic life, known as the Sapin II Law).

The Marketplace Seller declares that it has not been convicted for less than five (5) years of acts of corruption, trading in influence or any other similar or related offence. The Marketplace Seller further declares that it is not the subject of any administrative or judicial investigation procedure relating to acts likely to be qualified as corruption, trading in influence or any other similar or related offence.

The Marketplace Seller undertakes to inform Weavenn without delay of any event of which it is aware concerning a possible or proven violation by itself or by any of its employees, occasional or regular collaborators, corporate officers, entities of the group to which it belongs, co-contractors, as well as by any person or company acting on its behalf or in its name, including its sub-contractors, of national and/or European and/or international laws and/or regulations applicable to the activities covered by the GTS. In the latter case, the Marketplace Seller and Weavenn will work together to find an acceptable solution as soon as possible.

In the event that Weavenn and the Marketplace Seller fail to reach agreement on the implementation by the Marketplace Seller of any acceptable remedial action within a reasonable period of time, Weavenn may immediately terminate the Marketplace Seller's registration under the conditions set forth in Article 17.2 ("**Termination for Breach**"), without prejudice to any other rights and remedies available to it and any damages it may be entitled to claim.

In the event that the Parties agree on remedial actions, the Marketplace Seller must inform Weavenn of the execution of these actions and their progress, under the conditions agreed between the Parties, until they have been fully implemented.

### **23. CONFIDENTIALITY**

The Marketplace Seller and Weavenn agree to guarantee the confidentiality of all information received and transmitted in connection with the use of Weavenn Services, in particular any technical, commercial, accounting or financial information.

Confidential information does not include information which:

- is publicly known at the time of disclosure, regardless of any breach of confidentiality;
- would already be known by the Party receiving them, provided that it can prove such knowledge;
- would have already been communicated by a third party in a lawful manner and received in good faith, without restriction or breach of an obligation of confidentiality;
- have been developed independently by the receiving Party, without the use of, or reference to, confidential information, or
- constitute information the use or disclosure of which has been specifically authorised by the other Party.

The Parties therefore undertake to keep this information strictly confidential and not to disclose it or allow it to be disclosed to third parties except:

- with the prior consent of the other Party; or
- only to the extent required by law, including by any administrative or judicial authority, it being specified that in such circumstances and to the extent permitted by law, the Marketplace Seller shall give Weavenn written notice; or
- in defending its interests in litigation.

it being understood, however, that any information may be disclosed pursuant to this Article only after consultation (to the extent permitted by laws and regulations) with the Party concerned.

This obligation shall survive the termination of the relationship between the Parties for any reason whatsoever, for a period of five (5) years.

#### **24. TRANSFER**

The Marketplace Seller may not transfer its rights and obligations as defined in the GTS to any third party in any form whatsoever, in particular by way of contribution to a company, transfer of business, management lease or transfer of contract, unless Weavenn has expressly given its prior written consent.

#### **25. AUTONOMY OF STIPULATIONS**

Any clause of the GTS that is declared invalid or unlawful by a competent court will be rendered ineffective, but its invalidity will not affect the other stipulations or the validity of the GTS as a whole or their legal effect.

#### **26. DISPUTES**

The GTS are governed by French laws.

Any disputes that may arise concerning the validity, interpretation and/or performance of the GTS or, more generally, the relations between the Parties, including their termination, will be subject to the exclusive jurisdiction of the Commercial Court of Paris ("*Tribunal de commerce de Paris*"), even in the event of multiple defendants or third-party claims.

#### **27. MODULES**

**Module 1:** Terms and Conditions for e-fulfillment services

**Module 2:** Terms and Conditions for Commercial Assistance Services

#### **28. APPENDICES**

**Appendix 1:** Selected Digital Marketplace

**Appendix 2:** « SEPA » mandate

**Appendix 3:** List of dangerous and prohibited products

**Appendix 4:** Code of business conduct

# APPENDICES

**Appendix 1 - Selected Digital Marketplace**

<b>Fnac France</b>	<a href="https://www.fnac.com/">https://www.fnac.com/</a>
<b>Darty France</b>	<a href="https://www.darty.com/">https://www.darty.com/</a>

**Appendix 2 - Model SEPA mandate**

SEPA INTER-COMPANY DIRECT DEBIT MANDATE

**You must sign this mandate and return it to us at the following address: [hypercare@weavenn.com](mailto:hypercare@weavenn.com).  
This mandate must also be sent to your bank.**

By signing this mandate form, you authorise Weavenn to send instructions to your bank to debit your account, and your bank to debit your account in accordance with Weavenn's instructions. This mandate is for SEPA direct debits between companies. You are not entitled to ask your bank to refund a SEPA Direct Debit once the amount has been debited from your account. However, you can ask your bank not to debit your account until the due date.

<b>Identity of debtor / Account holder</b>	
Company registration number (SIREN)	
Legal form	
Surname / First name or Company name	
Address	Number, type and name of road
	Postcode and town
	Country
IBAN	
Bank Identifier Code (BIC)	
<b>Creditor</b>	
Name and address	Weavenn 9 Rue des Bateaux Lavoisirs, 94 200 Ivry-Sur-Seine
SEPA Creditor Identifier	FR34 ZZZ89B4CB
Type of payment	Recurring
Done at	Le
Please sign	__/__/____
<p><i>The information contained in this mandate is for the sole use of Weavenn. It may give rise to the debtor/payer exercising his/her rights of opposition, access and rectification as provided for in articles 38 et seq. of law no. 78-17 of 6 January 1978 relating to information technology, files and civil liberties.</i></p>	

**Appendix 3 - List of dangerous and prohibited products**

CLASS	STATUS	EXCEPTIONS	EXAMPLE
<b>Class 1: Explosive substances and articles</b>	<b>FORBIDDEN</b>	The following numbers are authorised: UN1057, UN3150, UN3167, UN3479, UN3487. Pre-shipment approval is required for class 1 goods (except 1.4) and class 3 and 4.1 desensitised explosives.	Lighters, small gas refills, aerosols...
<b>Class 2: Flammable gases</b>	<b>FORBIDDEN</b>	Classification code UN1950 F and FC, classification code UN2037 F (non-toxic).	
<b>Class 2: Non-flammable/non-toxic gases</b>	<b>FORBIDDEN</b>	The following numbers are authorised: UN1002, UN1044, UN2073, UN2857, UN3164, UN1013.	Gas extinguishers, small gas cartridges...
<b>Class 2: Toxic gases</b>	<b>FORBIDDEN</b>	Classification code UN2037 A / O (non-toxic).	
<b>Class 3: Flammable liquids</b>	<b>AUTHORIZED</b>	the following products or numbers are prohibited: substances requiring temperature-controlled transport.	Mosquito spray, nail varnish remover, perfume...
<b>Class 4.1: Flammable solids, self-reactive substances, solid desensitised explosives and polymerising substances</b>	<b>AUTHORIZED</b>	The following products or numbers are prohibited: UN1204, UN2059, UN3064, UN3343, UN3357, UN3379.	
<b>Class 4.2: Substances liable to spontaneous combustion</b>	<b>AUTHORIZED</b>		Yellow and white phosphorus, activated carbon
<b>Class 4.3: Substances which, in contact with water, emit flammable gases</b>	<b>FORBIDDEN</b>		
<b>Class 5.1: Oxidising substances</b>	<b>AUTHORIZED</b>		Chlorinated products for treating swimming pools...
<b>Class 5.2: Organic peroxides</b>	<b>FORBIDDEN</b>	The following products or numbers are prohibited: - Substances requiring temperature control - Class 1 risk materials - To and from the UK and Ireland.	Bleaching agents, glue hardeners...
<b>Class 6.1: Toxic substances</b>	<b>FORBIDDEN</b>		
<b>Class 6.2 : Infectious substances</b>	<b>FORBIDDEN</b>		
<b>Class 7: Radioactive materials</b>	<b>FORBIDDEN</b>		
<b>Class 8: Corrosive substances</b>	<b>AUTHORIZED</b>	The following products or numbers are prohibited: - UN2794, UN2795 UN2800 (*1) - Substances shipped in the molten state.	Batteries, bleach...
<b>Class 9: Miscellaneous hazardous materials and objects</b>	<b>AUTHORIZED</b>	Authorisation is required before the goods are shipped. Damaged or defective class 9 lithium batteries (UN3090, UN3091, UN3480, UN3481) for land and sea transport. Damaged or defective class 9 lithium batteries (UN3090, UN3091, UN3480, UN3481) for air transport. Basic products prohibited. UN1845 not permitted.	Epoxy resins, ...

# MODULES

## Module 1 - Conditions for e-fulfillment services

<b>Object</b>	<ul style="list-style-type: none"> <li>Logistical services required to market its Products to End Customers: receipt, placing in stock, storage, order preparation, packaging, delivery and return of Eligible Products;</li> <li>These specific conditions are in addition to those defined in the GTS;</li> <li>For the information purpose of the Marketplace Seller, to date, the e-fulfillment Services have been partly subcontracted by Weavenn to CEVA Freight Management France SAS, which provides Weavenn with the services in this respect, and to Colis Privé for delivery services to the End Customer for Eligible Products.</li> </ul>
<b>1. Definition of Eligible Products</b>	<ul style="list-style-type: none"> <li>Consumer Products (including small electrical appliances, electronic products and cultural products) referred to in <b>Annex 1.1</b>.</li> </ul>
<b>2. Territory</b>	<ul style="list-style-type: none"> <li>Metropolitan France (including Corsica) ;</li> <li>Weavenn may extend the Territory.</li> </ul>
<b>3. Rates</b>	<b>Appendix 1.1</b>
<b>4. Information to be provided by the Marketplace Seller on its Seller Area concerning Eligible Products</b>	<p>In addition to the information mentioned in article 9.1 of the GTS, the Marketplace Seller provides the following information about the Eligible Products it ships to the warehouse whose address is communicated by Weavenn on the Seller Area (hereinafter the "<b>Warehouse(s)</b>"):</p> <ul style="list-style-type: none"> <li>class of Eligible Products;</li> <li>any forecast changes concerning the above information, as well as any legal or regulatory changes;</li> </ul> <p>As part of the provision of Weavenn Services, the Marketplace Seller expressly authorizes Weavenn to collect data from the Selected Digital Marketplaces relating to End Customer orders and the Eligible Products listed.</p>
<b>5. Shipment of Eligible Products by the Marketplace Seller to the Warehouses</b>	<p><b>5.1 Minimum number of Eligible Products per shipment and forecast:</b></p> <ul style="list-style-type: none"> <li>The Marketplace Seller is solely responsible for the timing and management of supply ;</li> <li>In order to avoid multiple shipments of small quantities of Eligible Products, the Marketplace Seller undertakes, for each shipment, to ship a reasonable number of Eligible Products. Upon receipt of the Shipping Notice, Weavenn may refuse to allow the Marketplace Seller to ship the Eligible Products if the quantities of Eligible Products are too small or too large, or of such a nature as to cause a risk to the security of the Warehouse.</li> <li>It is specified that Weavenn may impose programming restrictions and volume limitations on the delivery and storage of Eligible Products in the Warehouses.</li> </ul> <p><b>5.2 Preparing for shipment :</b></p> <ul style="list-style-type: none"> <li>Once Weavenn has confirmed the registration of Eligible Product references, the Marketplace Seller provides Weavenn with the requested information on his Seller Area, in particular the references of the Eligible Products it wishes to ship and their quantity, which constitute the Shipping Notice;</li> <li>Any missing information that may result in additional management costs for Weavenn will be billed to the Marketplace Seller;</li> <li>The Marketplace Seller undertakes to ship the Eligible Products, or to cancel the shipment, within ten (10) days of sending Weavenn the Shipping Notice for the Eligible Products in the Seller Area;</li> <li>The Marketplace Seller undertakes to ship the references and the number of Eligible Products as set out in the Shipping Notice:</li> <li>In the event of a positive or negative difference of more than 10% in relation to the quantities of Eligible Products announced in the Shipping Notice, Weavenn will invoice the Marketplace Seller for processing costs of around €45 (excl. VAT) per hour;</li> <li>In the event of a Product reference received by Weavenn but not announced in the Shipping Notice, Weavenn will invoice the costs relating to the creation of a new reference.</li> </ul>

	<p>5.3 <b>Liability and costs :</b></p> <ul style="list-style-type: none"> <li>• With regard to the shipment of Eligible Products to the Warehouses, the Marketplace Seller is responsible for ensuring that the carrier it selects complies with the "<b>Product Delivery Guidelines</b>" communicated on the Seller Area and in <b>Appendix 1.3</b> and any additional information communicated by Weavenn. The Marketplace Seller is also responsible for complying with legal and regulatory obligations in the country of shipment and in France, as well as obligations related to its use of the Selected Digital Marketplace;</li> <li>• The Marketplace Seller guarantees that the Eligible Products are properly packaged and wrapped in such a way as to protect them against the risk of damage or deterioration during transport and storage, in accordance with the "<b>Product Delivery Guidelines</b>". The Marketplace Seller guarantees the suitability and resistance of the packaging to withstand all operations related to the e-fulfillment Services;</li> <li>• The Marketplace Seller shall bear all costs incurred, including customs duties, taxes and any other charges, by the transport of the Eligible Products to the Warehouses and shall carry out the transport under its sole responsibility. The Marketplace Seller is solely liable for any loss or damage during transport, until the Eligible Products are placed in stock;</li> <li>• The Marketplace Seller is responsible for customs clearance of Eligible Products prior to their arrival at the Warehouses.</li> </ul>
<p><b>6. Receipt of Products Eligible for Warehousing - Reserves</b></p>	<ul style="list-style-type: none"> <li>• Upon receipt of the Eligible Products, Weavenn systematically (i) checks the quantity of Eligible Products and their general appearance, and (ii) opens a sample to carry out a visual inspection of the Eligible Products;</li> <li>• After this double check, the Eligible Products can be placed in stock and become Weavenn's liability;</li> <li>• When an Eligible Product reference is first received, Weavenn checks its dimensions and weight. Only the dimensions and weights recorded by Weavenn are binding for all present and subsequent operations on the same Eligible Product reference;</li> <li>• The Marketplace Seller shall inform the Weavenn of any change in the weight or dimensions of an Eligible Product reference or the packaging of an Eligible Product. Any such modification shall give rise to a new inspection, at the exclusive expense of the Marketplace Seller;</li> <li>• Weavenn also reserves the right to carry out random checks on Eligible Products received, either on its own initiative or at the request of a government representative;</li> <li>• If the Marketplace Seller fails to comply with the "<b>Product Delivery Guidelines</b>" or with the instructions given by Weavenn, particularly with regard to packaging and safety instructions, Weavenn may, at its discretion: <ul style="list-style-type: none"> <li>- refuse to accept delivery of Eligible Products, without incurring any liability;</li> <li>- deal with the non-conformity (labelling, packaging) at the exclusive expense of the Marketplace Seller;</li> <li>- terminate all or part of the Weavenn Services;</li> </ul> </li> <li>• Weavenn informs the Marketplace Seller in his Seller Area of: <ul style="list-style-type: none"> <li>- receipt of the Eligible Products at the Warehouses;</li> <li>- any disputes arising on acceptance and any reservations made in accordance with the provisions of article L.133-3 of the French Commercial Code: <ul style="list-style-type: none"> <li>○ discrepancies between quantities expected and quantities received;</li> <li>○ visible damage to the packaging of Eligible Products or to the Eligible Products themselves;</li> </ul> </li> <li>- Weavenn's refusal to accept delivery.</li> </ul> </li> </ul>
<p><b>7. Warehouse storage</b></p>	<ul style="list-style-type: none"> <li>• The Eligible Products of the Marketplace Seller are identified with an individual code, according to the information communicated by the Marketplace Seller;</li> <li>• Weavenn informs the Marketplace Seller in its Seller Area when Eligible Products are added to stock;</li> <li>• The lead times for placing stock are as follows: <ul style="list-style-type: none"> <li>- From 24 to 48 hours for the restocking of references of Eligible Products that have already been inspected;</li> <li>- 48 hours for a new reference of Eligible Product;</li> </ul> </li> </ul> <p>These deadlines are subject to change during Periods of peak activity;</p> <ul style="list-style-type: none"> <li>• The Selected Digital Marketplace is also automatically informed of the Marketplace Seller's</li> </ul>

	<p>stocks;</p> <ul style="list-style-type: none"> <li>• Weavenn guarantees the traceability of Eligible Products within the Warehouses. The Marketplace Seller hereby expressly accepts that its Eligible Products are stored in accordance with Weavenn's storage practices and may be freely placed and moved by Weavenn in the Warehouses. The Marketplace Seller also agrees that Weavenn may handle other customers' products in the Warehouses;</li> <li>• It is expressly stipulated that the location of Warehouses and the allocation of Eligible Products to a Warehouse are decided exclusively by Weavenn ;</li> <li>• In this context, Weavenn guarantees that it is able to precisely identify the locations of Eligible Products within the Warehouses and that it is organised to avoid any incident or accident related to the presence of other customers and their products in the Warehouses during the provision of Weavenn Services;</li> <li>• In the event of a non-compliant or illegal product, Weavenn reserves the right to remove the batches of Eligible Products concerned from the Marketplace Seller's stock. The Marketplace Seller will take back this stock at its own expense;</li> <li>• Weavenn's liability in respect of the storage of Products is strictly limited to the terms of compensation set out in <b>Appendix 1.2</b>.</li> </ul>
<p><b>8. Inventory - Shrinkage rate</b></p>	<ul style="list-style-type: none"> <li>• Weavenn carries out two types of inventory: <ul style="list-style-type: none"> <li>- An annual inventory;</li> <li>- An inventory carried out on an ad hoc basis at the request of the Marketplace Seller and upon presentation of an estimate by Weavenn for validation by the Marketplace Seller. This estimate will be based on the hourly rate set out in <b>Appendix 1.1</b> - line "Verification / Complaint / Intervention". This inventory will be invoiced;</li> </ul> </li> <li>• In order for the systems to function properly, the results of the inventories are transmitted by Weavenn to the Selected Digital Marketplaces, which the Marketplace Seller accepts;</li> <li>• Weavenn is subject to a rate of shrinkage calculated between each of the annual inventories and representing the difference observed at the end of a given calendar year between (i) the quantities of Products supposed to be held by Weavenn as they appear from the theoretical inventory carried out on the basis of information contained in the computer system used by Weavenn and (ii) those present in the Warehouses as they appear from the physical inventory carried out in the presence of both parties;</li> <li>• The shrinkage includes the shortages resulting from the inventory discrepancy <u>less</u> the Products which have been the subject of compensation under the conditions defined in <b>Appendix 1.2 "Compensation for loss or damage"</b>; indeed, the Marketplace Seller shall not benefit from compensation under provisions of <b>Appendix 1.2</b> and at the same time have the compensated Products taken into account in the calculation of the shrinkage;</li> <li>• The rate of shrinkage will be calculated according to the formula: (positive difference + negative difference) / volumes received during the calendar year in question = X %; it should be noted that, as a principle, positive and negative differences offset each other (in terms of both volume and value);</li> <li>• For this calculation, the differences in volumes recorded (positive and negative, making up the numerator) and the volume of all units received in the year in question (making up the denominator) will be valued in euros (at a hypothetical purchase value deemed to be equal to 50% of the selling price before taxes);</li> <li>• The tolerated level of shrinkage under which Weavenn cannot be held liable is 2%.</li> <li>• If the annual shrinkage rate is higher than the tolerated shrinkage rate, Weavenn will be invoiced for the missing purchase value of the Products in excess of the tolerated shrinkage rate (the value corresponding to the tolerated shrinkage rate is not invoiced to Weavenn under any circumstances). Being reminded that the purchase value of Products by the Marketplace Seller used for this calculation is not the actual purchase value (but a purchase value deemed to be 50% of the sale price before taxes - due to Weavenn's lack of access to the purchase price of Products by the Marketplace Seller), it is hereby specified that Weavenn may, at its sole discretion, request the Marketplace Seller to provide the corresponding proof of purchase and carry out calculations based not on a hypothetical purchase value but on the actual purchase value. If the calculation based on the actual purchase value results in a lower amount to be invoiced to Weavenn, then only this lower amount may be invoiced to Weavenn. In all other cases, the</li> </ul>

	amount invoiced will remain that resulting from the calculation made with a purchase value deemed to be 50% of the selling price before taxes.
<b>9. Preparation of orders placed by End Customers with the Marketplace Seller</b>	<ul style="list-style-type: none"> <li>• Weavenn prepares orders for Eligible Products placed by End Customers purchased from the Marketplace Seller;</li> <li>• Weavenn chooses the Warehouse from which it takes Eligible Products from stock;</li> <li>• As soon as Weavenn receives information about an End Customer's order for an Eligible Product in stock, it prepares the order for shipment within a maximum of twenty-four (24) hours. Weavenn reserves the right to adjust this lead time during Periods of peak activity;</li> <li>• Weavenn packages the Eligible Products - according to the dimensions and weight of the Eligible Products - and labels the packages with the End Customer's delivery address entered in the Seller Area;</li> <li>• Weavenn declines all responsibility, in particular for delays in delivery caused by the incorrect or incomplete transmission of the information necessary for Weavenn to prepare and dispatch the order;</li> <li>• It is specified that additional services may be offered by Weavenn concerning order preparation and delivery, as listed in <b>Appendix 1.1</b>.</li> </ul>
<b>10. Delivery of Eligible Products to the End Customer</b>	<ul style="list-style-type: none"> <li>• Delivery of Eligible Products to End Customers is possible in mainland France, from one of the Warehouses chosen by Weavenn as the place of dispatch;</li> <li>• Weavenn is responsible for organising the delivery of Eligible Products (relations and contracts with carriers);</li> <li>• Delivery to End Customers is only possible for Eligible Products defined in <b>Appendix 1.1</b>;</li> <li>• Depending on the delivery option selected by the End Customer with the Marketplace Seller, Weavenn will deliver the Products to the address provided by the Marketplace Seller: <ul style="list-style-type: none"> <li>- For any Eligible Product with a price less than or equal to €25 including VAT, delivery is made at the End Customer's choice;</li> <li>- For all Eligible Products costing between €25 and €200 including VAT, delivery is made with tracking or against signature;</li> <li>- For all Eligible Products costing more than €200 including VAT, delivery must be against signature;</li> </ul> </li> <li>• Weavenn is in no way involved in the pricing policy for deliveries invoiced by the Marketplace Seller to the End Customer. It is specified that the End Customer may request a delivery note from the Commercial Assistance Advisors;</li> <li>• Weavenn undertakes to compensate the Marketplace Seller for Eligible Products lost or damaged during transport in accordance with the conditions set out in <b>Appendix 1.2</b>.</li> </ul>
<b>11. Claims and return of Eligible Products to Warehouses</b>	<p>As part of <b>Module 2 - Sales Support Services</b>, Weavenn:</p> <ul style="list-style-type: none"> <li>• tracks orders for Eligible Products placed with End Customers;</li> <li>• provides a service for managing customer returns of Eligible Products sold by the Marketplace Seller on a Selected Digital Marketplace;</li> </ul> <p>The returns management service is provided under the following conditions:</p> <ul style="list-style-type: none"> <li>• In cases where Eligible Products are returned at the expense of the Marketplace Seller, Weavenn will provide a prepaid label for the return of Eligible Products by the End Customer. The End Customer must affix the label to the parcel so that it is visible and drop it off at a depot of the service provider whose name Weavenn will specify to the End Customer;</li> <li>• In the event of Eligible Products being returned at the End Customer's expense, the End Customer may choose his return service provider and his delivery centre;</li> <li>• In the case of an Eligible Product requiring after-sales service or a return to the Marketplace Seller, the Marketplace Seller will deal directly with the End Customer's request;</li> <li>• Eligible Products returned to the warehouse will be inspected on arrival.;</li> <li>• In the event of the return of an Eligible Product in new condition, the Eligible Product will be returned to the Marketplace Seller's stock.</li> </ul>
<b>12. Taking back, returning and/or disposing of Eligible</b>	<ul style="list-style-type: none"> <li>• Weavenn may at any time require the Marketplace Seller to take back Eligible Products in the event of problems such as compliance alerts or safety alerts on Eligible Products, or risks of deterioration of Eligible Products;</li> <li>• The Marketplace Seller may also demand the return of Eligible Products (subject to the exercise by Weavenn of its right of retention), or their disposal;</li> </ul>

<b>Products</b>	<ul style="list-style-type: none"> <li>• In the situations mentioned above, the Eligible Products will be returned by Weavenn to the delivery address designated by the Marketplace Seller;</li> <li>• Weavenn may also, under the conditions set out below, eliminate any Eligible Product that is unsuitable:             <ol style="list-style-type: none"> <li>1. Immediately if Weavenn determines, in its sole discretion, that the Eligible Product creates a risk to the safety, health or liability of Weavenn, its employees, subcontractors or any third party;</li> <li>2. Within thirty (30) days following notification to the Marketplace Seller if no request has been made for the return or disposal of the Eligible Products concerned;</li> </ol> </li> <li>• In this respect, the Marketplace Seller undertakes to notify Weavenn without delay of any request from the authorities to recall an Eligible Product or of any possibility of recall;</li> <li>• The Marketplace Seller agrees to assist Weavenn with these procedures and remains solely responsible for all costs and expenses incurred by Weavenn in connection with these recalls (including the costs of return, storage, repair, disposal or delivery to the Marketplace Seller).</li> </ul>
<b>13. Additional services</b>	<ul style="list-style-type: none"> <li>• Additional services linked to the provision of e-fulfillment Services may be subscribed to by the Marketplace Seller;</li> <li>• The rates applicable to these additional services are shown in <b>Appendix 1.1</b>.</li> </ul>
<b>14. Adaptation of activity and closure</b>	<p>During Periods of peak activity (e.g. Christmas, Black Friday, seasonal sales):</p> <ul style="list-style-type: none"> <li>• Weavenn reserves the right to adapt the deadlines;</li> <li>• Weavenn reserves the right not to receive Shipping Notices from the Marketplace Seller by blocking incoming deliveries for a period of 15 days prior to the start of the Period of peak activity.</li> </ul>
<b>Module appendices</b>	<p><b>1</b> <b>Annex 1.1:</b> Eligible products and prices  <b>Annex 1.2:</b> Compensation for loss or damage  <b>Appendix 1.3:</b> Product delivery guidelines</p>

**Module 1**  
**Annex 1.1 - Eligible products and prices**

<b>1. Scope of Eligible Products</b>	<ul style="list-style-type: none"> <li>Eligible Products are those weighing less than 20 kilograms and measuring between 20 centimeters (width + length + height) and 200 centimeters.</li> </ul>
<b>2. Storage charges for Eligible Products</b>	<ul style="list-style-type: none"> <li>The price of storing Eligible Products delivered to Weavenn by the Marketplace Seller as part of the e-fulfillment Service is calculated per Product reference and according to the storage volume in m3 (including packaging) of each Eligible Product reference and the number of days of storage;</li> <li>The cost of storage is €0.83 before VAT/m3/day, as shown in the pricing schedule below.</li> <li>The number of m3 occupied is established every day at 00h01. Any m3 occupied at this time will be billed for the entire day.</li> </ul>
<b>3. Prices for preparation, dispatch and delivery of stocked Eligible Products</b>	<ul style="list-style-type: none"> <li>The price for the receipt, preparation, dispatch and delivery of the Eligible Products stored is calculated per package and according to the weight of the Eligible Product (including packaging) and the type of delivery;</li> <li>This price also includes packaging consumables;</li> <li>The price list applicable to this service are given below.</li> </ul>
<b>4. Prices for managing returns and other services</b>	<ul style="list-style-type: none"> <li>The price list applicable to these services is given below.</li> </ul>
<b>5. Rates for additional services</b>	<ul style="list-style-type: none"> <li>The price list for any additional services is given below.</li> </ul>

<b>STANDARD SHIPPING COSTS</b>			
Developed size (width + length + height): >20cms and <150cms			
Local shipping in France			
Prices in euros excluding tax (Fuel tax is excluded)			
<b>Shipping costs per product handled</b>	<b>1 PPC</b>	<b>2 PPC</b>	<b>3 PPC</b>
	<i>(Product per order)</i>		
<b>Up to 100 g</b>	4,84	3,17	2,77
<b>Over 100 and up to 250 g</b>	4,84	3,17	2,77
<b>Over 250 and up to 500 g</b>	5,22	3,17	2,77
<b>Over 500 and up to 750 g</b>	5,90	3,17	2,77
<b>Above 750 and up to 1,000 g</b>	6,40	3,17	2,77
<b>Above 1,000 and up to 1,500 g</b>	6,77	4,25	3,72
<b>Above 1,500 and up to 2,000 g</b>	6,97	4,25	3,72
<b>Above 2,000 and up to 3,000 g</b>	9,55	4,25	3,72
<b>Above 3,000 and up to 4,000 g</b>	9,75	4,25	3,72

Above 4,000 and up to 5,000 g	10,22	4,25	3,72
Above 5,000 and up to 6,000 g	10,22	7,09	6,20
Above 6,000 and up to 7,000 g	11,12	7,09	6,20
Above 7,000 and up to 8,000 g	11,12	7,09	6,20
Above 8,000 and up to 9,000 g	11,12	7,09	6,20
Above 9,000 and up to 10,000 g	11,65	7,09	6,20
Above 10,000 and up to 11,000 g	15,65	7,09	6,20
Above 11,000 and up to 12,000 g	15,65	10,63	9,30
Above 12,000 and up to 13,000 g	15,65	10,63	9,30
Above 13,000 and up to 14,000 g	15,65	10,63	9,30
Above 14,000 and up to 15,000 g	15,65	10,63	9,30
Above 15,000 and up to 16,000 g	23,85	10,63	9,30
Above 16,000 and up to 17,000 g	23,85	10,63	9,30
Above 17,000 and up to 18,000 g	23,85	10,63	9,30
Above 18,000 and up to 19,000 g	23,85	10,63	9,30
Above 19,000 and up to 20,000 g	23,85	10,63	9,30

<b>OVERSIZED SHIPPING COSTS</b>			
Developed size (width + length + height): > 150cms and <200cms			
Local shipping in France			
Prices in euros excluding tax (Fuel tax is excluded)			
<b>Shipping costs per product handled</b>	<b>1 PPC</b>	<b>2 PPC</b>	<b>3 PPC</b>
	<i>(Product per order)</i>		
Up to 100 g	11,39	3,17	2,77
Over 100 and up to 250 g	11,39	3,17	2,77
Over 250 and up to 500 g	11,77	3,17	2,77
Over 500 and up to 750 g	12,45	3,17	2,77
Above 750 and up to 1,000 g	12,95	3,17	2,77
Above 1,000 and up to 1,500 g	13,32	4,25	3,72
Above 1,500 and up to 2,000 g	13,52	4,25	3,72
Above 2,000 and up to 3,000 g	16,10	4,25	3,72

Above 3,000 and up to 4,000 g	16,30	4,25	3,72
Above 4,000 and up to 5,000 g	16,77	4,25	3,72
Above 5,000 and up to 6,000 g	16,77	7,09	6,20
Above 6,000 and up to 7,000 g	17,67	7,09	6,20
Above 7,000 and up to 8,000 g	17,67	7,09	6,20
Above 8,000 and up to 9,000 g	17,67	7,09	6,20
Above 9,000 and up to 10,000 g	18,20	7,09	6,20
Above 10,000 and up to 11,000 g	22,20	7,09	6,20
Above 11,000 and up to 12,000 g	22,20	10,63	9,30
Above 12,000 and up to 13,000 g	22,20	10,63	9,30
Above 13,000 and up to 14,000 g	22,20	10,63	9,30
Above 14,000 and up to 15,000 g	22,20	10,63	9,30
Above 15,000 and up to 16,000 g	30,40	10,63	9,30
Above 16,000 and up to 17,000 g	30,40	10,63	9,30
Above 17,000 and up to 18,000 g	30,40	10,63	9,30
Above 18,000 and up to 19,000 g	30,40	10,63	9,30
Above 19,000 and up to 20,000 g	30,40	10,63	9,30

<b>OTHER COSTS</b>	
Prices in euros excluding tax (VAT and other taxes payable by the seller)	
<b>Other expenses</b>	<b>Rates excl.</b>
Cost of storage	0.83 / m3 / day
Non-contracted parcels (developed size over 200cms or over 20kgs)	66 / unit
Incomplete or missing pre-alerts before the first scan at Carriers	0.48 / unit
Mismatch between postcode and town name	2.76 / unit
E-mail address and/or telephone number missing from the pre-alert	0.24 / unit
New product inspection	1.50 / reference
Return	4 / return
Against Signature	0.78 / unit
Labelling	0.55 / unit
Repackaging	0.95 / unit
Non-compliant or too heavy pallet	10 / pallet

<b>Stock layout</b>	45 / hour
<b>Checking/claims/intervention</b>	45 / hour

**Module 1**  
**Annex 1.2 - Compensation for loss or damage**

<p><b>1.Compensation for loss or damage to Eligible Products caused by Weavenn during storage of the Eligible Product (until taken over by the carrier)</b></p>	<ul style="list-style-type: none"> <li>• In the event of theft, breakage, loss or damage to an Eligible Product caused by Weavenn during the storage of the Eligible Product in the Warehouses, the Marketplace Seller is entitled to compensation limited to fourteen (14) euros per kilogram of gross weight of the missing or damaged Eligible Products;</li> <li>• In any event, Weavenn's liability is strictly limited to the aforementioned cases;</li> <li>• The amount of compensation will be deducted from the total amount of Weavenn Services invoiced by Weavenn to the Marketplace Seller in accordance with the terms and conditions set out in article 13 ("Financial Terms"), subject to the following provision: in order to take into account the time required to process files, this deduction will only be made 90 days after the Marketplace Seller's request for compensation.</li> </ul>
<p><b>2. Compensation for loss of or damage to Eligible Products caused during delivery of the Product to the End Customer (from the time of collection by the carrier)</b></p>	<ul style="list-style-type: none"> <li>• In the event of theft, breakage, loss or damage of an Eligible Product caused during the delivery of the Eligible Product to the End Customer, the Marketplace Seller may claim compensation limited to twenty-three (23) euros per kilogram, or the selling price of the Eligible Product (excluding tax and excluding shipping costs). The lower of the two amounts will then be used to determine the aforementioned compensation;</li> <li>• Weavenn's liability is strictly limited to cases of theft, breakage, loss or damage occurring during transport, or resulting from non-performance of delivery, with the exception of an address error communicated by the End Customer or the Marketplace Seller;</li> <li>• In any event, the amount of compensation payable by Weavenn will be limited to the stipulations of the "<i>Code des transports</i>" standard contract applicable to the case in question, if any;</li> <li>• The amount of the compensation will be deducted from the total amount of Weavenn Services invoiced by Weavenn to the Marketplace Seller in accordance with the terms and conditions set out in article 13 ("Financial Conditions "), subject to the following provision: in order to take into account the time required to process files, this deduction will only be made 90 days after the Marketplace Seller's request for compensation.</li> </ul>

**Module 1**  
**Appendix 1.3 - Product delivery guidelines**

## Module 2- Terms and Conditions for Commercial Assistance Services

<b>Object</b>	<ul style="list-style-type: none"> <li>• Assisting End Customers with their queries relating to the tracking of their orders for Eligible Products purchased from Marketplace Sellers on the Selected Marketplaces. The call is handled by Commercial Assistance Advisors (hereinafter the "<b>Commercial Assistance Advisors</b>");</li> <li>• For the mere information of the Marketplace Seller, to date, Commercial Assistance Services have been subcontracted by Weavenn to Fnac Darty Participations &amp; Services.</li> </ul>
<b>1. Definition of Eligible Products</b>	<ul style="list-style-type: none"> <li>• All categories of Products eligible for e-fulfillment Services, provided that the End Customer has a valid proof of purchase and a valid warranty certificate from the Marketplace Seller.</li> </ul>
<b>2. Territory</b>	Metropolitan France. Weavenn may change the Territory from time to time.
<b>3. Rates</b>	<b>Appendix 2. 1</b>
<b>4. Information to be provided by the Marketplace Seller in its Seller Area</b>	<ul style="list-style-type: none"> <li>• The Marketplace Seller accepts the End Customer dispute management policy proposed by Weavenn at <b>Appendix 2.2</b> ;</li> <li>• or, it being specified that this is a paying option, <u>the Marketplace Seller may choose</u> to ask to apply its own policy for handling complaints and disputes (refunds, returns, commercial gestures, etc.). At the Marketplace Seller's request, Weavenn will draw up an estimate for prior approval by the Marketplace Seller. Once the quote has been validated, the Marketplace Seller will communicate on its Seller Area the terms and conditions of its own policy (refund, return, commercial gesture, etc.) which Weavenn will apply; As part of this paying option, Le Vendeur Marketplace can also communicate a pre-established customer message that it would like the Sales Support Advisors to communicate to End Customers when they call.</li> </ul>
<b>5. Commercial Assistance Services</b>	<ul style="list-style-type: none"> <li>• Commercial Assistance Services are provided by Commercial Assistance Advisors by text message and telephone;</li> <li>• End Customers should contact the Commercial Assistance Advisors to make the following requests, without this list being exhaustive: <ul style="list-style-type: none"> <li>○ Claims concerning Eligible Products ;</li> <li>○ Tracking orders for Eligible Products ;</li> <li>○ Questions relating to Eligible Products ;</li> <li>○ Transport disputes ;</li> <li>○ Returns management ;</li> <li>○ Withdrawal management ;</li> <li>○ Commercial gestures ;</li> <li>○ Refunds ;</li> </ul> </li> </ul> <p>In the event of a dispute or claim:</p> <ul style="list-style-type: none"> <li>• the Marketplace Seller is informed of the dispute or complaint, has access to the exchanges between the End Customer and the Commercial Assistance Advisors and may, at any time, decide to intervene directly with the End Customer;</li> <li>• Weavenn acts as a service provider to the Marketplace Seller with a view to find a solution to the dispute with the End Customer that is satisfactory to the Marketplace Seller (it being noted that by definition, any solution that complies with the End Customer dispute management policy accepted by the Marketplace Seller hereunder, or that complies with its own policy, is deemed to be satisfactory to the Marketplace Seller). Any solution not provided for in the policy accepted by the Marketplace Seller or in the Marketplace Seller's policy may only be proposed by Weavenn to the End Customer with the agreement of the Marketplace Seller ;</li> <li>• At the end of each intervention, the Commercial Assistance Advisors send the End Customer a message summarising his request;</li> <li>• The opening hours of the Commercial Assistance Department are: from 9am to 7pm, <i>at least 6 days a week - Monday to Saturday (excluding public holidays)</i>;</li> </ul>

<b>6. Conditions for returning Eligible Products</b>	<ul style="list-style-type: none"> <li>• The Marketplace Seller expressly authorizes Weavenn to manage returns at its discretion. Weavenn will handle all returns related to End Customer retractions (whether or not within the legal timeframe), transport disputes, and damage, loss or theft related to transport;</li> <li>• As part of the Commercial Assistance Services, Weavenn is not responsible for processing End Customer requests relating to legal warranties of conformity, commercial warranties, and all matters relating to the commissioning of the Eligible Product, the use of the Product, its use or breakdowns, and any after-sales service. The Marketplace Seller is responsible for accepting returns of Eligible Products in accordance with the applicable regulations and the general terms and conditions of sale accepted by the End Customer. These returns will be handled directly by the Marketplace Seller with the End Customers. Weavenn will then redirect the End Customer to the Marketplace Seller.</li> </ul>
<b>7. Claims</b>	<ul style="list-style-type: none"> <li>• Weavenn undertakes, in the event of a complaint from an End Customer, to investigate the circumstances that gave rise to the dispute in order to identify its origin;</li> <li>• The Marketplace Seller may ask Weavenn for proof of any reimbursement made or any resolution of an End Customer's request;</li> <li>• In the event of disagreement over the outcome of an End Customer's complaint, the Parties shall use their best efforts to resolve the dispute amicably;</li> <li>• However, it is expressly stipulated that the Marketplace Seller will not be able to make any claims relating to a decision taken within the framework of the Commercial Assistance Services, beyond thirty (30) days after receipt by Weavenn of the End Customer's claim (foreclosure period).</li> </ul>
<b>8. Reimbursement protocol</b>	<ul style="list-style-type: none"> <li>• Weavenn acts as on behalf of the Marketplace Seller in accordance with current regulations;</li> <li>• Weavenn may therefore be required to issue refunds for disputes on the following subjects relating to Eligible Products: <ul style="list-style-type: none"> <li>○ Exercising the right of withdrawal;</li> <li>○ Lost product ;</li> <li>○ Damaged product ;</li> <li>○ Non-compliant product reference.</li> </ul> </li> </ul> <p>In this context, any amount paid by Weavenn in application of these instructions is paid in the name and on behalf of the Marketplace Seller, who undertakes to reimburse Weavenn without delay upon presentation of proof of payment. Please note that this reimbursement may be made by SEPA direct debit or compensation, as provided for in article 13.4 of the Terms and Conditions of Sale ("Terms of Payment for Weavenn Services").</p>
<b>Module appendices</b>	<b>2</b> <b>Appendix 2.1:</b> Commercial Assistance Services rates <b>Appendix 2.2:</b> Weavenn's proposed policy for managing disputes with End Customers

**Module 2**  
**Appendix 2.1. - Commercial Assistance Services Rates**

**1) Rates for Services - End Customer Dispute Management Policy proposed by WEAVERN**

The following rates are only valid if the Marketplace Seller accepts Weavenn's End Customer Dispute Management Policy.

Weavenn specifies that the applicable rate depends on the geographical location of the Advisors. It is agreed that Weavenn may modify its organisation and decide to alternatively apply one of the two rates set out below, which the Marketplace Seller accepts.

It is specified that the unit rate indicated in the rates below refers to the unit rate for a call, and the unit rate for a conversation consisting of all text messages exchanged between an Advisor and a Beneficiary.

Rate applicable to teams based in France:

<b>Applicable service</b>	<b>Unit rate before VAT</b>
Commercial Assistance call	€4.90
Technical Support call	€8.71
Commercial Assistance message	€3.92
Technical Support message	€6.53

Rate applicable to teams based abroad:

<b>Applicable service</b>	<b>Unit rate before VAT</b>
Commercial Assistance call	€3.11
Technical Support call	€8.05
Commercial Assistance Message	€2.33
Technical Support message	€3.99

**2) Tariffs for Services - Seller's End Customer Dispute Management Policy**

In the event that the Marketplace Seller requests the application of its own policy for the management of complaints and disputes (refund, return, commercial gesture, etc.), Weavenn will draw up a quotation for prior approval by the Marketplace Seller.

**Module 2**  
**Appendix 2.2. - Weavenn's proposed End Customer dispute management policy**

<b>1. Article declared not received by the customer</b>	<b>PREREQUISITES</b>	<ul style="list-style-type: none"> <li>• Customer enquiries (calls, messages, complaints)</li> <li>• Any order value (no threshold)</li> <li>• Estimated delivery date exceeded (EDD max)</li> </ul>
	<b>LITIGATION CONTEXT</b>	The End Customer has not received the product OR parcel tracking blocked
	<b>DOCUMENTS REQUESTED FROM THE END CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Certificate of non-receipt (LND)</li> <li>• Identity document (CNI)</li> </ul>
	<b>ACTION WEAVERN</b>	Verification of tracking and carrier investigation
	<b>RESPONSE TO THE END CUSTOMER</b>	<ul style="list-style-type: none"> <li>• CASE 1: Signed delivery note (with signature similar to the documents sent) and carrier investigation with proof of signature → Customer rejected</li> <li>• CASE 2: Signature missing (or different from documents sent) and/or parcel blocked/lost → Preferred solution: shipment of a new product → Alternative solution: reimbursement</li> <li>• CASE 3 : Customer does not reply within 7 days despite reminders → Client rejected</li> </ul>
<b>2. Customer's right of withdrawal (product received)</b>	<b>PREREQUISITES</b>	<ul style="list-style-type: none"> <li>• Customer enquiries (calls, messages, complaints)</li> <li>• Any type of order delivered or refused on delivery</li> <li>• 14-day period respected (from delivery of the goods ordered)</li> </ul>
	<b>LITIGATION CONTEXT</b>	The product is with the customer (delivery accepted).
	<b>DOCUMENTS REQUESTED FROM THE END CUSTOMER</b>	Photo of the product received: the product must be complete and in its original condition (packaging, accessories, instructions, etc.).
	<b>ACTION WEAVERN</b>	Checking the product on receipt
	<b>RESPONSE TO THE END CUSTOMER</b>	<ul style="list-style-type: none"> <li>• CASE 1: the product is not unpacked (new condition) → Product returned to stock → Reimbursement</li> <li>• CASE 2: the product is damaged (missing packaging, used product, etc.) → The product is put aside in the warehouse → Partial refund (5% discount on an editorial product and 10% for other products)</li> </ul>
<b>3. Customer right of withdrawal (product refused)</b>	<b>PREREQUISITES</b>	<ul style="list-style-type: none"> <li>• Customer enquiries (calls, messages, complaints)</li> <li>• Any type of order delivered or refused on delivery</li> <li>• 14-day period respected (from delivery of the goods ordered)</li> </ul>
	<b>LITIGATION CONTEXT</b>	The product was refused on delivery.
	<b>ACTION WEAVERN</b>	Checking product return tracking
	<b>RESPONSE TO THE END CUSTOMER</b>	<ul style="list-style-type: none"> <li>• CASE 1: The product is intact → Product back in stock → Reimbursement</li> </ul>

		<ul style="list-style-type: none"> <li>• CASE 2: the product has been damaged during transport → The product is put aside in the warehouse → Refund</li> </ul>
<b>4. Item not as described</b>	<b>PREREQUISITES</b>	<ul style="list-style-type: none"> <li>• Customer enquiries (calls, messages, complaints)</li> <li>• The product received is different from the one ordered: wrong colour / wrong number of items / wrong part number</li> </ul>
	<b>LITIGATION CONTEXT</b>	Customer has received the wrong product.
	<b>DOCUMENTS REQUESTED FROM THE END CUSTOMER</b>	Photo of the product received: the product must be the wrong colour / not in the number of items ordered / be a different product to the one ordered.
	<b>ACTION WEAVERN</b>	<ul style="list-style-type: none"> <li>• Verification of the product reference sent to the warehouse</li> <li>• Issue of a pre-paid label to the customer</li> </ul>
	<b>RESPONSE TO THE END CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Preferred solution: commercial gesture (editorial product: 5%, technical product: 10%)</li> <li>• Alternative solution: return of the product and reimbursement</li> </ul>
<b>5. Article damaged during transport</b>	<b>PREREQUISITES</b>	<ul style="list-style-type: none"> <li>• Customer enquiries (calls, messages, complaints)</li> <li>• Any order value (no threshold)</li> <li>• Declaration broken within 72 hours (AND/OR reservations made)</li> </ul>
	<b>LITIGATION CONTEXT</b>	Customer receives a product broken during transport.
	<b>DOCUMENTS REQUESTED FROM THE END CUSTOMER</b>	Photo/video of the product received: checking the packaging and/or the working order of the product.
	<b>ACTION WEAVERN</b>	<ul style="list-style-type: none"> <li>• Check the delivery note to identify whether any reservations have been made</li> <li>• Issue of a pre-paid label to the customer</li> </ul>
	<b>RESPONSE TO THE END CUSTOMER</b>	<ul style="list-style-type: none"> <li>• CASE 1: The customer has expressed reservations → Preferred solution: commercial gesture (editorial product: 5%, technical product: 10%) → Alternative solution: return of the product and reimbursement</li> <li>• CASE 2: The customer contacted us within 72 hours → Preferred solution: commercial gesture (editorial product: 5%, technical product: 10%) → Alternative solution: return the product and get your money back</li> </ul>
<b>6. Order cancellation</b>	<b>PREREQUISITES</b>	Customer enquiries (calls, messages, complaints)
	<b>LITIGATION CONTEXT</b>	The customer wishes to cancel an order that has already been debited.
	<b>RESPONSE TO THE END CUSTOMER</b>	It is not possible to cancel the order, in which case the customer will have to refuse the order or exercise their right of withdrawal (see "Customer right of withdrawal").