

weavenn

GENERAL TERMS AND CONDITIONS FOR SERVICES

Version of March 2025

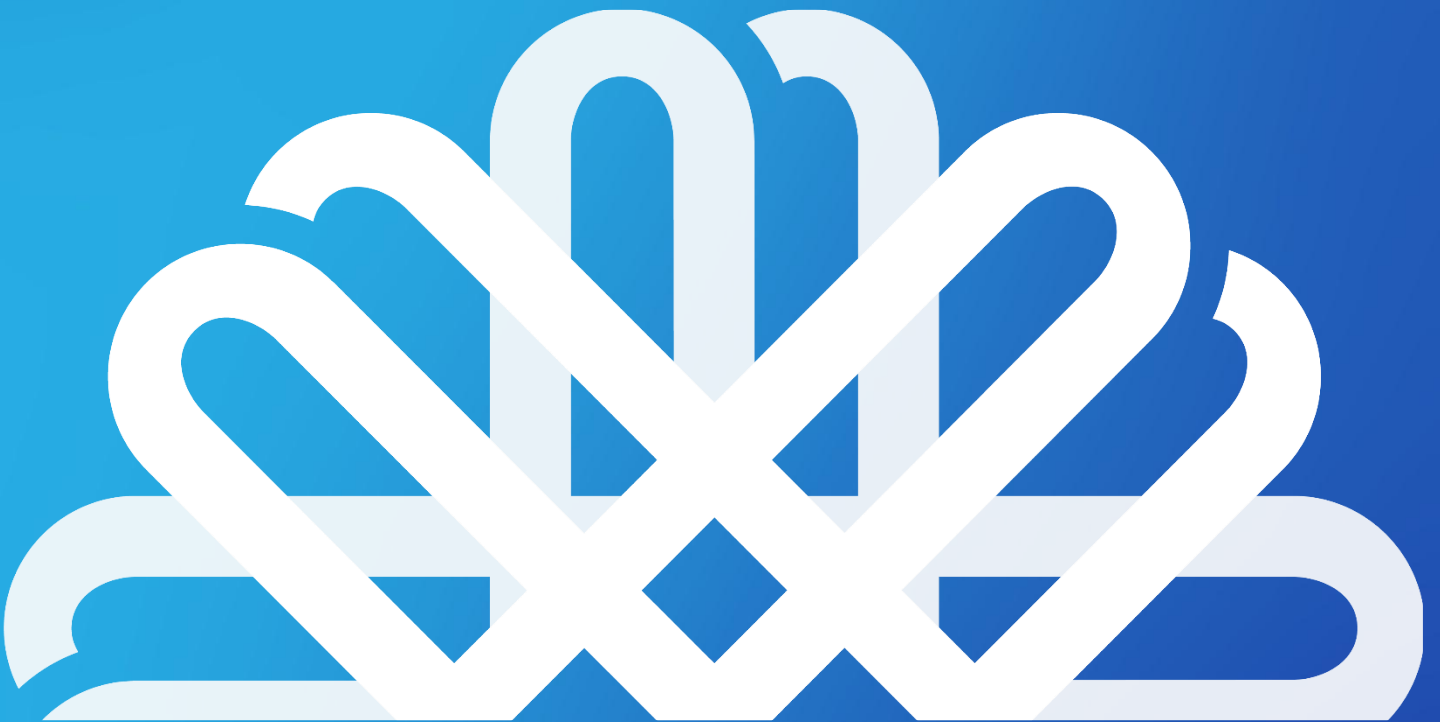


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PREAMBLE

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 WEAVERN 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 WEAVENN 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.

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 the 1st 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 the 1st 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").

Other payment methods accepted by Weavenn are:

- Bank transfer (SEPA)
- Credit card

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**.

Weavenn cannot be held responsible for the delay in processing orders in the following cases :

- wrong address of the final customer's delivery location
- end customers with deferred payment methods
- fraudulent customers

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 deregistration by the Marketplace Seller itself, and in the case of deregistration 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 the end of 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 CGS

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 email 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

MODULES

Module 1 – Conditions for e-fulfillment services

Object	<ul style="list-style-type: none"> Logistical services required to market its Products to End Customers: receipt, placing in stock, storage, order preparation, packaging, delivery and return of Eligible Products; These specific conditions are in addition to those defined in the GTS; 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.
1. Definition of Eligible Product	<ul style="list-style-type: none"> Consumer Products (including small electrical appliances, electronic products and cultural products) referred to in Annex 1.1.
2. Territory	<ul style="list-style-type: none"> Metropolitan France (including Corsica); Weavenn may extend the Territory.
3. Rates	Appendix 1.1
4. Information to be provided by the Marketplace Seller on its Seller Area concerning Eligible Products	<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 "Warehouse(s)"): </p> <ul style="list-style-type: none"> class of Eligible Products; any forecast changes concerning the above information, as well as any legal or regulatory changes; <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>
5. Shipment of Eligible Product by the Marketplace Seller to the Warehouses	<p>5.1 Minimum number of Eligible Products per shipment and forecast:</p> <ul style="list-style-type: none"> The Marketplace Seller is solely responsible for the timing and management of supply; 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. It is specified that Weavenn may impose programming restrictions and volume limitations on the delivery and storage of Eligible Products in the Warehouses. <p>5.2 Preparing for shipment:</p> <ul style="list-style-type: none"> 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; Any missing information that may result in additional management costs for Weavenn will be billed to the Marketplace Seller; 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; The Marketplace Seller undertakes to ship the references and the number of Eligible Products as set out in the Shipping Notice: 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; 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.

	<p>5.3 Liability and costs:</p> <ul style="list-style-type: none"> • 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 "Product Delivery Guidelines" communicated on the Seller Area and in Appendix 1.3 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; • 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 "Product Delivery Guidelines". The Marketplace Seller guarantees the suitability and resistance of the packaging to withstand all operations related to the e-fulfillment Services; • 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; • The Marketplace Seller is responsible for customs clearance of Eligible Products prior to their arrival at the Warehouses.
<p>6. Réception des Produits Eligibles aux Entrepôts - Réserves</p>	<ul style="list-style-type: none"> • 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; • After this double check, the Eligible Products can be placed in stock and become Weavenn's liability; • 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; • 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; • 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 ; • If the Marketplace Seller fails to comply with the "Product Delivery Guidelines" 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"> - refuse to accept delivery of Eligible Products, without incurring any liability; - deal with the non-conformity (labelling, packaging) at the exclusive expense of the Marketplace Seller; - terminate all or part of the Weavenn Services; • Weavenn informs the Marketplace Seller in his Seller Area of: <ul style="list-style-type: none"> - receipt of the Eligible Products at the Warehouses; - any disputes arising on acceptance and any reservations made in accordance with the provisions of article L133-3 of the French Commercial Code: <ul style="list-style-type: none"> o discrepancies between quantities expected and quantities received; o visible damage to the packaging of Eligible Products or to the Eligible Products themselves; - Weavenn's refusal to accept delivery.
<p>7. Warehouse storage</p>	<ul style="list-style-type: none"> • The Eligible Products of the Marketplace Seller are identified with an individual code, according to the information communicated by the Marketplace Seller; • Weavenn informs the Marketplace Seller in its Seller Area when Eligible Products are added to stock; • The lead times Dock to stock / From Reception until stock Putaway are as follows: <ul style="list-style-type: none"> - January 1 - September 30st : 2 working days; - October 1 - December 31st: 4 working days; <p>Regardless whether or not new product/SKU;</p>

	<p>This applies to inbounds received where the seller adheres to the delivery appointment they are requested to make at least 48 hours in advance.</p> <p>This applies to inbounds without anomalies [discrepancies between what is entered in the Weavenn BO and reality]. For example, wrong barcodes, wrong products, wrong descriptions, damaged products etc. will result in dock to stock be longer. In case of anomalies, the above dock to stock time does not apply.</p> <ul style="list-style-type: none"> • The Selected Digital Marketplace is also automatically informed of the Marketplace Seller's stocks; • 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; • It is expressly stipulated that the location of Warehouses and the allocation of Eligible Products to a Warehouse are decided exclusively by Weavenn; • 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; • 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; • Weavenn's liability in respect of the storage of Products is strictly limited to the terms of compensation set out in Appendix 1.2.
<p>8. Inventory - Shrinkage rate</p>	<ul style="list-style-type: none"> • Weavenn carries out two types of inventory: <ul style="list-style-type: none"> - An annual inventory; - 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 Appendix 1.1 – line "Verification / Complaint / Intervention"). This inventory will be invoiced; • 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; • 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; • The shrinkage includes the shortages resulting from the inventory discrepancy less the Products which have been the subject of compensation under the conditions defined in Appendix 1.2 "Compensation for loss or damage"; indeed, the Marketplace Seller shall not benefit from compensation under provisions of Appendix 1.2 and at the same time have the compensated Products taken into account in the calculation of the shrinkage; • 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); • 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); • The tolerated level of shrinkage under which Weavenn cannot be held liable is 2%.

	<ul style="list-style-type: none"> 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 amount invoiced will remain that resulting from the calculation made with a purchase value deemed to be 50% of the selling price before taxes.
<p>9. Preparation of orders placed by End Customers with the Marketplace Seller</p>	<ul style="list-style-type: none"> Weavenn prepares orders for Eligible Products placed by End Customers purchased from the Marketplace Seller; Weavenn chooses the Warehouse from which it takes Eligible Products from stock; 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 ; 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; 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; It is specified that additional services may be offered by Weavenn concerning order preparation and delivery, as listed in Appendix 1.1.
<p>10. Delivery of Eligible Products to the End Customer</p>	<ul style="list-style-type: none"> 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; Weavenn is responsible for organising the delivery of Eligible Products (relations and contracts with carriers); Delivery to End Customers is only possible for Eligible Products defined in Appendix 1.1; 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"> For any Eligible Product with a price less than or equal to €25 including VAT, delivery is made at the End Customer’s choice; For all Eligible Products costing between €25 and €200 including VAT, delivery is made with tracking or against signature; For all Eligible Products costing more than €200 including VAT, delivery must be against signature; 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; Weavenn undertakes to compensate the Marketplace Seller for Eligible Products lost or damaged during transport in accordance with the conditions set out in Appendix 1.2.
<p>11. Claims and return of Eligible Products to Warehouses</p>	<p>As part of Module 2 – Sales Support Services, Weavenn:</p> <ul style="list-style-type: none"> tracks orders for Eligible Products placed with End Customers; provides a service for managing customer returns of Eligible Products sold by the Marketplace Seller on a Selected Digital Marketplace; <p>The returns management service is provided under the following conditions:</p> <ul style="list-style-type: none"> 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;

	<ul style="list-style-type: none"> • 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; • 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; • Eligible Products returned to the warehouse will be inspected on arrival; • 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.
12. Taking back, returning and/or disposing of Eligible Products	<ul style="list-style-type: none"> • 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; • 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; • In the situations mentioned above, the Eligible Products will be returned by Weavenn to the delivery address designated by the Marketplace Seller; • Weavenn may also, under the conditions set out below, eliminate any Eligible Product that is unsuitable: <ol style="list-style-type: none"> 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; 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; • 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; • 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).
13. Additional services	<ul style="list-style-type: none"> • Additional services linked to the provision of e-fulfillment Services may be subscribed to by the Marketplace Seller; • The rates applicable to these additional services are shown in Appendix 1.1.
14. Adaptation of activity and closure	<p>During Periods of peak activity (e.g. Christmas, Black Friday, seasonal sales):</p> <ul style="list-style-type: none"> • Weavenn reserves the right to adapt the deadlines; • 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.
Module 1 appendices	<p>Appendix 1.1 : Eligible products and prices Appendix 1.2 : Compensation for loss or damage Appendix 1.3 : Product delivery guidelines</p>

Module 1
Annex 1.1 - Eligible products and prices

1. Scope of Eligible Products	<ul style="list-style-type: none"> Eligible Products are those weighing less than 20 kilograms and measuring between 20 centimeters (width + length + height) and 200 centimeters.
2. Storage charges for Eligible Products	<ul style="list-style-type: none"> 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; The cost of storage is €0.83 before VAT/m3/day, as shown in the pricing schedule below. The number of m3 occupied is established every day at 00h01. Any m3 occupied at this time will be billed for the entire day.
3. Prices for preparation, dispatch and delivery of stocked Eligible Products	<ul style="list-style-type: none"> 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; This price also includes packaging consumables; The price list applicable to this service are given below.
4. Prices for managing returns and other services	<ul style="list-style-type: none"> The price list applicable to these services is given below.
5. Rates for additional services	<ul style="list-style-type: none"> The price list for any additional services is given below.

STANDARD SHIPPING COSTS

Developed size (width + length + height): >20cms and <150cms
Local shipping in France
Prices in euros excluding tax

Shipping costs per product handled	1 PPO	2 PPO	3 PPO
	<i>(Product per order)</i>		
Up to 100 g	4.99	3.32	2.92
Over 100 and up to 250 g	4.99	3.32	2.92
Over 250 and up to 500 g	5.39	3.34	2.94
Over 500 and up to 750 g	6.08	3.35	2.95
Above 750 and up to 1 000 g	6.60	3.36	2.97
Above 1,000 and up to 1 500 g	6.99	4.47	3.94
Above 1,500 and up to 2 000 g	7.19	4.47	3.94
Above 2,000 and up to 3 000 g	9.79	4.49	3.96
Above 3,000 and up to 4 000 g	10.01	4.51	3.98
Above 4,000 and up to 5 000 g	10.50	4.53	4.00
Above 5,000 and up to 6 000 g	10.52	7.39	6.50

Above 6,000 and up to 7 000 g	11.45	7.41	6.53
Above 7,000 and up to 8 000 g	11.47	7.44	6.55
Above 8,000 and up to 9 000 g	11.48	7.45	6.57
Above 9,000 and up to 10 000 g	12.04	7.48	6.59
Above 10,000 and up to 11 000 g	16.15	7.58	6.70
Above 11,000 and up to 12 000 g	16.15	11.12	9.80
Above 12,000 and up to 13 000 g	16.15	11.12	9.80
Above 13,000 and up to 14 000 g	16.15	11.12	9.80
Above 14,000 and up to 15 000 g	16.15	11.12	9.80
Above 15,000 and up to 30 000 g	24.58	11.36	10.03

OVERSIZED SHIPPING COSTS

Developed size (width + length + height): >150cms and <200cms

Local shipping in France

Prices in euros excluding tax

Shipping costs per product handled	1 PPO	2 PPO (Product per order)	
		2 PPO	3 PPO
Up to 100 g	11.54	3.32	2.92
Over 100 and up to 250 g	11.54	3.32	2.92
Over 250 and up to 500 g	11.93	3.34	2.94
Over 500 and up to 750 g	12.63	3.35	2.95
Above 750 and up to 1 000 g	13.14	3.36	2.97
Above 1,000 and up to 1 500 g	13.54	4.47	3.94
Above 1,500 and up to 2 000 g	13.74	4.47	3.94
Above 2,000 and up to 3 000 g	16.33	4.49	3.96
Above 3,000 and up to 4 000 g	16.56	4.51	3.98
Above 4,000 and up to 5 000 g	17.05	4.53	4.00
Above 5,000 and up to 6 000 g	17.06	7.39	6.50
Above 6,000 and up to 7 000 g	17.99	7.41	6.53
Above 7,000 and up to 8 000 g	18.02	7.44	6.55
Above 8,000 and up to 9 000 g	18.03	7.45	6.57
Above 9,000 and up to 10 000 g	18.59	7.48	6.59
Above 10,000 and up to 11 000 g	22.69	7.58	6.70
Above 11,000 and up to 12 000 g	22.69	11.12	9.80
Above 12,000 and up to 13 000 g	22.69	11.12	9.80
Above 13,000 and up to 14 000 g	22.69	11.12	9.80
Above 14,000 and up to 15 000 g	22.69	11.12	9.80
Above 15,000 and up to 30 000 g	31.12	11.36	10.03

OTHER COSTS	
Prices in euros excluding tax (VAT and other taxes payable by the seller)	
Other expenses	Rates excl.
Cost of storage	0,83 / m3 / day
Non-contracted parcels (developed size over 200cms or over 30 kgs)	66 / unit
New product inspection	1.50 / reference
Return	4 / return
IMEI check in case of returns (i cloud account)	5 / check
Against Signature	0.78 / unit
Labelling	0.55 / unit
Repackaging	0.95 / unit
Non-compliant or too heavy pallet	10 / pallet
Stock layout	45 / hour
Checking/claims/intervention	45 / hour

Module 1	
Annex 1.2 - Compensation for loss or damage	
1. Compensation for loss or damage to Eligible Products caused by Weavenn during storage of the Eligible Product (until taken over by the carrier)	<ul style="list-style-type: none"> 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; In any event, Weavenn's liability is strictly limited to the aforementioned cases; 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.
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)	<ul style="list-style-type: none"> 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; 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; In any event, the amount of compensation payable by Weavenn will be limited to the stipulations of the "Code des transports" standard contract applicable to the case in question, if any; 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.

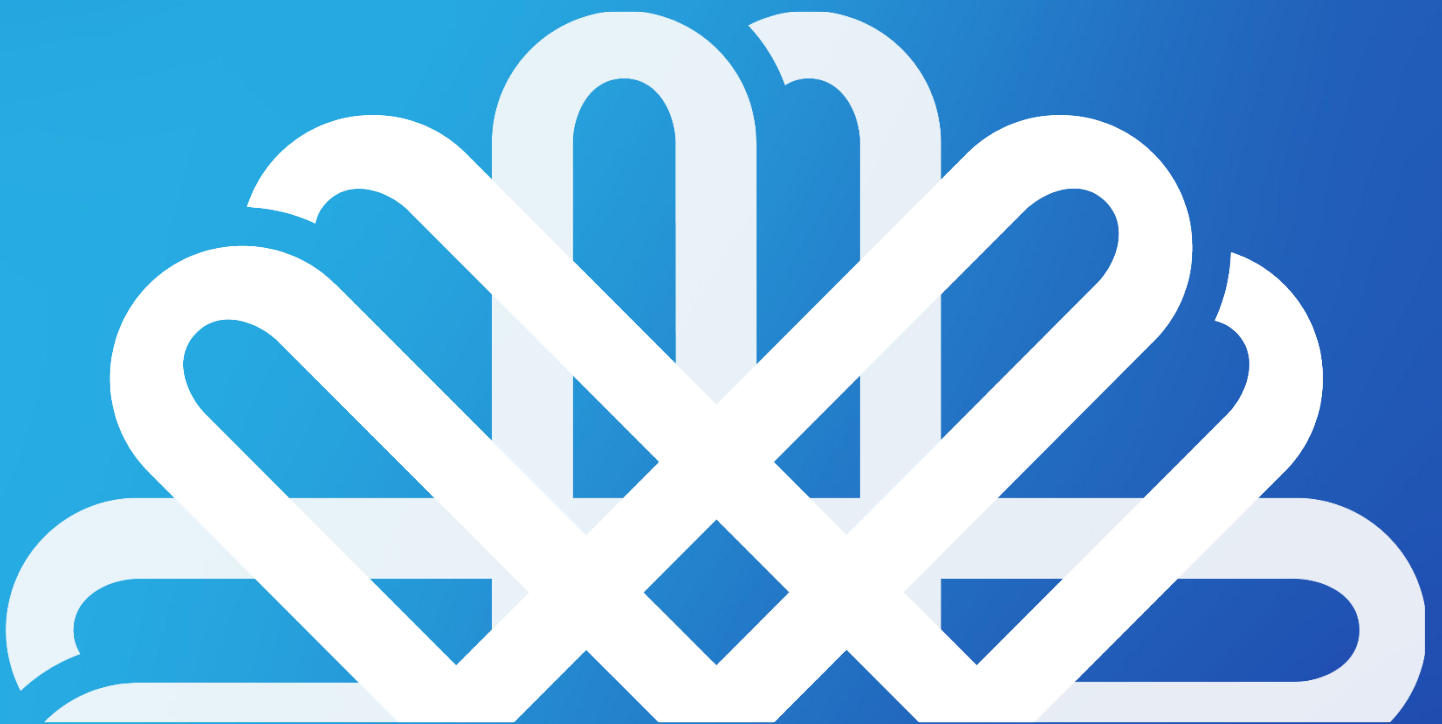
Module 1
Appendix 1.3 - Product delivery guidelines

weavenn

RECEIVING GUIDE

How to send products to any
Weavenn-enabled fulfilment centre?

Version 202406



Introduction

Receiving products provides the foundation for all other fulfilment centre activities.

To provide the best experience for your company, Weavenn utilizes a methodical, repeatable, and scalable receiving process. This allows the inbound operation to pre-assign storage locations, make better use of resources, and move inventory as efficiently as possible. By following this guide, you will help our operations team meet service levels for your receipts, ship to your end customers faster and avoid unnecessary charges, errors, or delays.

Who is this Receiving Guide intended for?

- ☑ Operations Managers
- ☑ Business Owners
- ☑ General Managers
- ☑ Customer Support Managers
- ☑ Personnel
- ☑ Transportation Managers
- ☑ Dangerous Goods Specialists

Before You Ship: Checklist

Follow this checklist to make sure your receipts follow our Standard Receiving Guidelines. Unqualified receipts that do not follow the guidelines can result in additional fees and are likely to take longer to be processed and inventoried.

If you have further questions, contact us at hypercare@weavenn.com.

Your checklist

- ☑ Ensure that all products in the inbound shipment, are uploaded in the **Product Catalog** in the Weavenn Merchant Portal:
 - **New Products:** If you send new products, make sure to upload and configure the new products in the Weavenn Merchant Portal before creating the inbound order.
 - **Dangerous Goods:** ensure that the right UN Code is applied if a product is Hazardous (for example, when the product contains a lithium battery). For each Lithium Battery Product, provide the respective UN38.3 Test Summary Report. Refer to the Dangerous Products section and Dangerous Goods Classes on page 10, 11, and 17.
- ☑ Create a Receiving Order (ASN) in the Weavenn Merchant Portal – 1 Shipment = 1 ASN

- ☑ Plan a shipment delivery appointment with the warehouse directly using hypercare@weavenn.com
 - If you already have a tracking number, ensure to provide it. If not, provide it once the appointment is scheduled.
 - Make sure to state/provide the ASN number, Bill of Lading and Dangerous Goods Declaration when at least one of the Lithium Battery product is not under SP 188 – which means that the Watt-hour rating is: > 100 Wh for each battery; or > 20 Wh for each cell.
- ☑ Ensure receiving will arrive with tracking or Bill of Lading (BOL) information.
- ☑ Properly label and package pallets, master cases, inner packs, and base product units.
- ☑ Properly label boxes containing dangerous goods following the guidelines in the Dangerous Goods section.
- ☑ Products and product counts in receiving must match those listed on the Receiving Order.
- ☑ Inventory must arrive free and clear of customs, duties, and tariffs, with correct Importer of Record and Tax ID information.
- ☑ Inventory arrives at warehouse at the prescheduled appointment date/time (varies based on location requirements).

Preparing Your Shipment

Getting ready to send your inventory to Weavenn fulfilment centres.

Packaging

To help you minimize cost and prevent unnecessary errors and damage, Weavenn offers specific guidelines for packaging inventory. All shipments will require a master packing list.

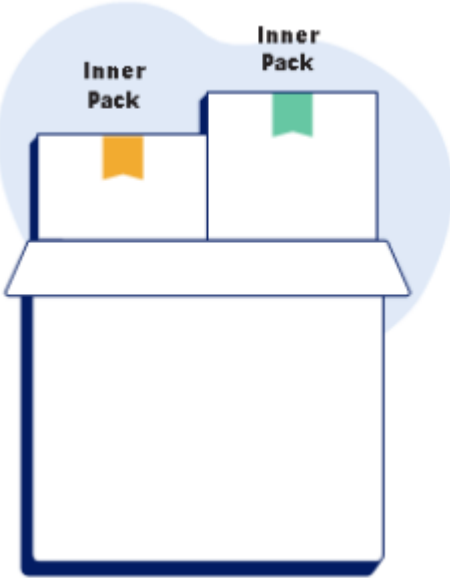
Important instructions

- ☑ Do not shrink wrap, strap, tape or bind boxes together
- ☑ If shipping on a pallet, do not allow boxes to overhang pallet by more than 2.5. cm (1 inch)
- ☑ All pallets must be shrink wrapped and less than 1.8m (55 inches) high. Use Euro pallets only
- ☑ Do not use any type of packing peanuts, crinkle wrap or shredded paper.



Master cases using cartons

Cartons are protective packaging used during inbound transit and receiving. Carton requirements are as follows:



If contents < 23kg. (50 lbs.), must use double-wall corrugation. If contents < 31kg. (68 lbs.), must use triple-wall corrugation. Must score a minimum 90 kg (200 lb.) on the bursting strength* test and 32 on the edge crush test*.

All shipments will require a master packing list.

*The ability of a carton to withstand pressure is measured by two tests. The bursting strength test measures the force required to rupture or puncture the face of corrugated cardboard and the edge crush test measures the ability of a carton to withstand the pressure of stacking.

Oversized and heavy products

Cartons or individual items greater than 51 cm (20 in) in any measurement (e.g., length, width, or height), and/or with weight greater than 12 kg (26 lbs.), are considered oversized.

Oversized cartons or items should be sufficiently packed to withstand pressure incurred during handling. They should be able to sustain being moved or handled with equipment including, but

not limited to forklifts, pallet jacks, clamp trucks, conveyors, hand trucks and sortation equipment.

Unpalletized or oversized items may incur additional receiving charges. Please contact hypercare@weavenn.com if you have any concerns or questions about your product.

Polybags and soft inner packaging

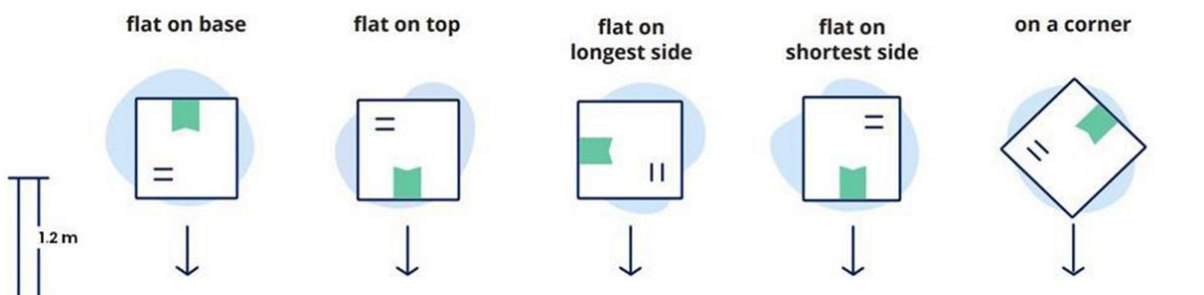
Soft packaging (e.g., plastic polybags) should be used as protection during shipment. Polybags can be used to protect products (e.g., apparel) during storage and outbound shipping to customers. We recommend following these packaging tips:



- ☑ If individual units are not stored inside cases, they should not be exposed in their display boxes. If there is an opening that shows the contents of a package, it should be shielded by transparent plastic to protect the product from dust.
- ☑ For apparel, use low-density, recyclable, polyethylene dry cleaning-style bags at least 1 mm (about 0.04 in) in thickness. Contents should be easy to remove from these bags.
- ☑ Plastic bags must comply with all European Union, federal, state, and local laws.
- ☑ Include a silica gel pack if your product is sensitive to moisture.
- ☑ Toys, and packaging associated with toys, are required to comply with the EU Toy Safety Directive and the risk of suffocation from plastic bags and sheets is recognized by the harmonized standard, EN71-1.

Fragile, glass or sharp products

Products or retail packaging susceptible to damage through ordinary handling, shipping or extended storage must be packaged so that they are strong enough to pass a 1.2 m (4 foot) drop test on a solid surface. Passing this test indicates that your products will be able to withstand typical impacts during shipping and handling without breaking. A typical drop test consists of five drops.



If your packaging can protect your product during these tests, it has passed the 4-foot drop test. Products must also withstand a full-minute vigorous shaking test without any of the contents breaking.

When shipping glass, breakable or sharp items, adequate packing should be used so the product will not break and create a potential safety hazard during storage, handling, or shipment to the customer. Do not use any type of packing peanuts, crinkle paper or shredded paper. Ensure barcode is scannable without opening or unwrapping the unit.

Hazmat products

Each hazmat product must accompany an SDS (Safety Data Sheet) document. For each Lithium Battery Product it is mandatory to provide a UN38.3 Test Summary Report.

For any products deemed as Hazardous Materials, such as lithium-ion batteries, flammable products, lighters, nail polish, hand sanitizer, aerosol cans and other products. These products have specific receiving, storage, and shipping requirements. See section Dangerous Products Labelling on Page 10 and 11.

Labelling

Labelling your product correctly is one of the single most important steps to start off your product's lifecycle in our facilities. Follow these guidelines to prevent unnecessary errors, delays, and fees. Any inbound shipments that do not comply with our labelling requirements will potentially be subject to additional fees.

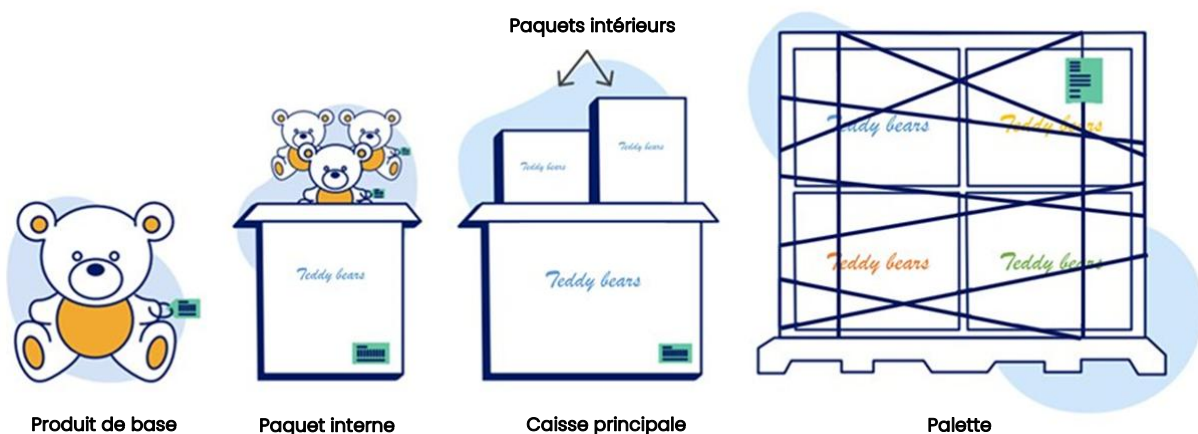
Product labels

Products must be labelled with the base product's scannable barcode and quantity of product contained at each level of packaging (pallet, master case, inner pack, and base products). Compliant labelling allows our operations team to quickly determine the contents and quantity in each shipment, without needing to open master cases or inner packs.

Labelling Requirements

- ✔ Label must be a scannable barcode of the base product.
- ✔ The label must be white.
- ✔ Minimum font size: 12pt.
- ✔ Minimum label size: 2.5 cm x 0.6 cm (1 in x 0.25 in).
- ✔ Whitespace: 0.2 cm white space around border of label.

Proper labelling example



Pallet

The pallet has an ASN label, which includes the ship to/from addresses, ASN number and pallet number (e.g., pallet 1 of 4). A pallet can have multiple Master Cases of different products.



Master Case

The master case is labelled with the base product's scannable barcode (in this example, the single teddy barcode) and indicates the quantity of single teddies inside. You do not need to indicate the quantity of inner packs, just the total quantity of base products.



Inner Pack

The inner pack is labelled with the base product's scannable barcode (e.g., the single teddy barcode) and notes the quantity of single teddies inside.



Base Product

The base product is labelled with its scannable barcode. If scanned ID is different than the one printed on the product, provide it during the creation of the product.



Preferred labelling method



Scannable EAN barcode

Mixed Products

When you send products, you should not have more than one product type (SKUs) in master cases or in inner packs. If products are mixed, we will need to break down the shipment and you will incur fees.


Example: If a pallet contains different master cases of teddy bears, it meets packing standards. Each master case contains only blue, red, yellow, or green teddy bears on the pallet.

Dangerous Products

See page 15 on what Dangerous Goods types are authorized or not authorized.

To ensure safety and compliance, we have outlined regulations on the inbound and outbound shipment of potentially hazardous products. Boxes containing dangerous goods should be labelled with the right UN-Code label.

	Labelling	Example
<p>Battery Only Under SP 188 < 100 Wh for <u>each battery</u>; or < 20 Wh for <u>each cell</u></p>		
<p>Battery Packaged with Equipment Under SP 188 < 100 Wh for <u>each battery</u>; or < 20 Wh for <u>each cell</u></p>		

<p>Battery Contained in the Equipment Under SP 188 < 100 Wh for <u>each battery</u>; or < 20 Wh for <u>each cell</u></p>		
<p>Battery Contained in the Equipment Not under SP 188 > 100 Wh for <u>each battery</u>; or > 20 Wh for <u>each cell</u></p>	<p>1. Use UN-Approved labelling:  Letter "X" or "Y"</p> <p>2. Affix Label 9A on the packaging: </p> <p>3. Add the UN-Code corresponding to the product:  or </p> <p>4. Transporter or merchant to provide Dangerous Goods Declaration upon delivering the shipment to the warehouse and warehouse@weavenn.com</p>	

Small Products

If your item is too small for a label, it should be placed inside a polybag or a box large enough for a 2x1 inch barcode label. For example, if the product is a microchip, each microchip must be placed in a polybag and labelled with a 2x1 inch scannable barcode.

Non-Compliant Inbound Shipments

A streamlined inbound receiving process allows our operations teams to be as efficient as possible throughout your product's lifecycle. Compliant inbound shipments help our teams to make better use of resources, meet service levels and ship to your end customers quickly. Please review these common inbound shipping mistakes to avoid unnecessary charges, errors, and delays. Please email us for related fees associated with non-compliant inbound shipments: hypercare@weavenn.com

Missing or non-compliant

When an inbound delivery arrives at one of our warehouses, we need to be able to tie it back to your inventory in the Weavenn Merchant Portal. Each delivery, from small parcel to palletized, needs to arrive clearly marked with the associated ASN number.

Missing or non-compliant Product Labels

Whether you are shipping master cases, inner packs, or base products, all your products must be labelled with a scannable barcode product label. At each layer of your packaging, our operations team needs to be able to quickly determine the exact content and quantity without having to open the item. If the scannable product number contained in the barcode is different than the printed product number, please indicate both numbers in the product during its creation.

Floor Loaded Containers

While it may seem a better use of space to send boxes loose instead of palletizing your goods, the trade-off is additional fees to reconfigure your shipment and potential wait fees assessed by the driver delivering the shipments.

Discrepant Product

Help us help you to maintain inventory accuracy. Ensure that your outbound inventory matches the ASN information in Weavenn and that labelling complies with our standards. Follow the guidelines to avoid fees to count quantity and/or correct product discrepancies.

Mixed SKU master cases and/or pallets

To facilitate the receiving process and ensure accurate inventory management and outbound fulfilment, we cannot accept mixed master cases or inner packs. A pallet must have master cases that contain only a sole product. It is labour intensive to break down and sort mixed SKU master cases and inner packs; should this be necessary it will result in delays and fees.

Mis-packaged Product

To protect your inventory, we have strict regulations on how your product must be packaged to ensure proper handling and safe storage. We require specific pallet dimensions by location, and all pallets must be shrink-wrapped to ensure load integrity and stability during transit. See page 5 for details on how to package your inbound shipments.

Small Parcel Delivery

Small Parcel deliveries will incur a per case fee. If the small parcel delivery is of mixed SKUs, there will be an unpackaging fee per unit.

Remember

Every pallet (or master case if you are not shipping pallets) must have an ASN label.

Mixed master case shipments are non-compliant and will incur fees at receiving.

Every master case, inner pack and base product MUST have the base product's scannable barcode, as well as the quality of the base products at each packing level.

If product arrives without proper labelling expect delays and fees.

Sending Your Shipment

Shipping inventory to a Weavenn fulfilment centre.

Shipping to a Fulfilment Centre

Use your preferred carrier to send inventory to Weavenn fulfilment centres.

Providing tracking numbers

After you ship your inventory and receive a tracking number from your carrier, provide it during the registration of your inbound on your Weavenn Merchant portal.

Transportation Mode and Carrier Selection

A “shipment” is defined as all packages shipped from one location on one day to a single Weavenn facility (1 Shipment = 1 ASN). Incorrect mode selection and failure to consolidate freight collected shipments are subject to non-compliance charges.

Mode Decision Matrix – Small Parcel or LTL/TL

Shipment Size	Less than 14 Cartons	Greater than or equal to 14 Cartons
Less than or equal to Small Parcel Max Weight	Send Small Parcel	Send LTL
Great than Small Parcel Max Weight	Send LTL or HWA or TL	Send LTL or HWA or TL

Matrice de décision de mode – LTL ou TL

Shipment Size	Less than or equal to Pallet Max	Greater than LTL Pallet Max
Greater than Small Parcel Max Weight Less than or equal to LTL Max Weight	Send LTL	Send LTL
Great than Small Parcel Max Weight	Send LTL or HWA or TL	Send LTL or HWA or TL

Small Parcel Shipments

- ☑ Appropriate markings on each carton.
- ☑ Properly packaged to avoid damage.
- ☑ Reference the Weavenn Inbound order ID in the correct manifest field.

LTL or TL Shipments

- ☑ Palletized shipments must be shipped on EURO grade A or B pallets
 - Corner boards and proper shrink wrap must be used.
 - Appropriate markings on each carton and pallet and pallet build requirements.
 - UPC/EAN/Barcode
 - Properly packaged
 - Properly shrink wrapped
 - No overhang

- ☑ The Weavenn ASN # should be included on the BOL.

Appointment Scheduling

When sending shipments, please note specifics around scheduling an appointment based on the location you are shipping to. Each location varies, so review the information below to understand requirements, forms and any additional information needed for scheduling a delivery. The appointment should be sent to the following email address: hypercare@weavenn.com and confirmed. If less than 14 cartons, send the most accurate date that the products are going to be received to our warehouse customer care: hypercare@weavenn.com

Appointment and Scheduling Details

- ☑ Appointments are only held for 15-30 minutes, site dependent. A new appointment will be required should an appointment be missed.
- ☑ Pre-advice should be mentioned during the appointment.
- ☑ A confirmation email must be received from the warehouse manager.
- ☑ The pre-advice number must be visible and accessible on the parcel.
- ☑ Hazardous Materials must be noted prior to delivery appointment being scheduled
- ☑ Dangerous Goods must be noted prior to the delivery appointment being scheduled. These include damages, tampered packages, unsafe loads.
- ☑ If any portion of the shipment (ASN/PO) will be unavailable on the ship date, please call or email us ahead of time.
- ☑ Any floor loaded containers also require appointments following the appointment scheduling process by facility below. They are considered non-compliant and will incur fees.

Localisation France

All drivers conducting pickups or deliveries to French Weavenn facilities are required to present their current, unexpired drivers licenses and must be fully ADR (“Accord Européen Relatif au transport international des marchandises Dangereuses par Route”) trained in case of transporting dangerous goods.

CEVA Logistics, Compans

For Weavenn

Address: 5 Rue Louis Blériot, 77290 Compans, Île-de-France, France

Max Pallet Height: 1.80 meters

Scheduling Hours (in Local Time): 10:00 to 16:00 | Monday – Friday

Contact Information: hypercare@weavenn.com

All palletized shipments require a delivery appointment which needs to be scheduled by the carrier.

Additional Information

International Receiving

If you are importing inventory, you need to clear customs and pay taxes and duties on inventory. To satisfy documentation requirements for a received shipment, you must provide the correct Importer of Record and Tax ID information and the receiving must arrive at the warehouse free of customs, duties, and tariffs. Failure to meet these requirements may result in inventory being denied and or additional fees charged.

Using Customs Brokers for International Shipping

It is recommended that you work with a customs broker to import inventory to minimize delays. Customs brokers will help you clear customs and meet international importing regulations.

Customs on Imported Goods

For customs and duties on imported goods, you must be the ultimate consignee and take responsibility for merchandise clearing customs. If you are not shipping the merchandise directly to Weavenn, be sure the shipper lists you as being responsible for customs duties. The merchandise we receive must be clear of customs duties to qualify for Standard Receiving.

If you have any additional questions on Receiving Requirements, please contact our Hypercare team: hypercare@weavenn.com

Dangerous Goods Classes

Authorized

CLASS	ACCEPTABILITY	EXCEPTIONS	EXAMPLE
Flammable Liquids	AUTHORIZED	Exception: the products or numbers following are forbidden. Substances that require transport at controlled temperature.	Mosquito spray, nail polish remover, perfume...
Flammable solids, self-reactive substances, and substances of the D classification code (Desensitized Explosives)	AUTHORIZED	Exception: the products or numbers following are forbidden: UN1204, UN2059, UN3064, UN3343, UN3357, UN3379	
Substances liable to spontaneous combustion	AUTHORIZED	Exception: the products or numbers following are forbidden: UN2794, UN2795, UN2800 (*1) - Substances shipped in the molten state	Yellow & white phosphorus, Activated charcoal
Corrosive Materials	AUTHORIZED		Batteries, bleach...

Various Dangerous Goods	AUTHORIZED	Approval is required prior to Goods being shipped. Class 9 - Damaged or Defective Lithium Batteries (UN3090, UN3091, UN3480, UN3481) for transport by GROUND and OCEAN Banned Commodities Class 9 - Damaged or Defective Lithium Batteries (UN3090, UN3091, UN3480, UN3481) for transport by AIR Exception: UN1845 not authorized	Epoxy resins
Combustibles	AUTHORIZED		Chlorinated products for swimming Pool treatment...

Forbidden

CLASS	ACCEPTABILITY	EXCEPTIONS	EXAMPLE
Organic Peroxides	FORBIDDEN	Exception: the products or numbers following are forbidden: - Substances requiring temperature regulation - Materials presenting a risk of class 1 - Worms to and from the United Kingdom and Ireland	Bleaching agents, hardeners for glue.
Explosives	FORBIDDEN	Exception: the following numbers are authorized: UN1057, UN3150, UN3167, UN3479, UN3487. Approval is required prior to Goods being shipped Class 1 Explosives (Except 1.4) + Class 3 & 4.1 desensitized explosives	Lighters, small gas refills, aerosols...
Flammable Gases	FORBIDDEN	UN1950 classification code F and FC, UN2037 classification code F (non-toxic)	
Non-flammable / Non-toxic Gases	FORBIDDEN	Exception: the following numbers are authorized: UN1002, UN1044, UN2073, UN2857, UN3164, UN1013.	Gas extinguishers, small gas cartridges...
Substances which, in contact with water, emit flammable gases	FORBIDDEN		
Toxic Gases	FORBIDDEN	UN2037 classification code A / O (non-toxic)	
Toxic Substances	FORBIDDEN		
Infectious Substances	FORBIDDEN		
Radioactive Materials	FORBIDDEN		

Module 2 – Terms and Conditions for Commercial Assistance Services

Object	<ul style="list-style-type: none"> • 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 "Commercial Assistance Advisors"); • For the mere information of the Marketplace Seller, to date, Commercial Assistance Services have been subcontracted by Weavenn to Fnac Darty Participations & Services.
1. Definition of Eligible Products	<ul style="list-style-type: none"> • 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.
2. Territory	Metropolitan France. Weavenn may change the Territory from time to time.
3. Rates	Appendix 2.1
4. Information to be provided by the Marketplace Seller in its Seller Area	<ul style="list-style-type: none"> • The Marketplace Seller accepts the End Customer dispute management policy proposed by Weavenn at Appendix 2.2; • or, it being specified that this is a paying option, the Marketplace Seller may choose 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, the Marketplace Seller can also communicate a pre-established customer message that it would like the Sales Support Advisors to communicate to End Customers when they call.
5. Commercial Assistance Services	<ul style="list-style-type: none"> • Commercial Assistance Services are provided by Commercial Assistance Advisors by text message and telephone; • End Customers should contact the Commercial Assistance Advisors to make the following requests, without this list being exhaustive: <ul style="list-style-type: none"> ○ Claims concerning Eligible Products; ○ Tracking orders for Eligible Products; ○ Questions relating to Eligible Products; ○ Transport disputes; ○ Returns management; ○ Withdrawal management; ○ Commercial gestures; ○ Refunds; <p>In the event of a dispute or claim::</p> <ul style="list-style-type: none"> • 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 ; • 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; • At the end of each intervention, the Commercial Assistance Advisors send the End Customer a message summarising his request • The opening hours of the Commercial Assistance Department are: from 9am to 7pm, at least 6 days a week - Monday to Saturday (excluding public holidays);

6. Conditions for returning Eligible Products	<ul style="list-style-type: none"> • 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; • 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.
7. Claims	<ul style="list-style-type: none"> • 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; • The Marketplace Seller may ask Weavenn for proof of any reimbursement made or any resolution of an End Customer's request; • 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; • 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).
8. Reimbursement protocol	<ul style="list-style-type: none"> • Weavenn acts as on behalf of the Marketplace Seller in accordance with current regulations; • Weavenn may therefore be required to issue refunds for disputes on the following subjects relating to Eligible Products: <ul style="list-style-type: none"> ◦ Exercising the right of withdrawal; ◦ Lost product; ◦ Damaged product; ◦ Non-compliant product reference. <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>
Module 2 appendices	Appendix 2.1: Commercial Assistance Services rates Appendix 2.2: 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:

Applicable service	Unit rate before VAT
Technical Support call	8,71 €
Technical Support message	6,53 €

Rate applicable to teams based abroad:

Applicable service	Unit rate before VAT
Technical Support call	8,05 €
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

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

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

APPENDICES

Appendix 1 - Selected Digital Marketplace

Fnac France	https://www.fnac.com/
Darty France	https://www.darty.com/

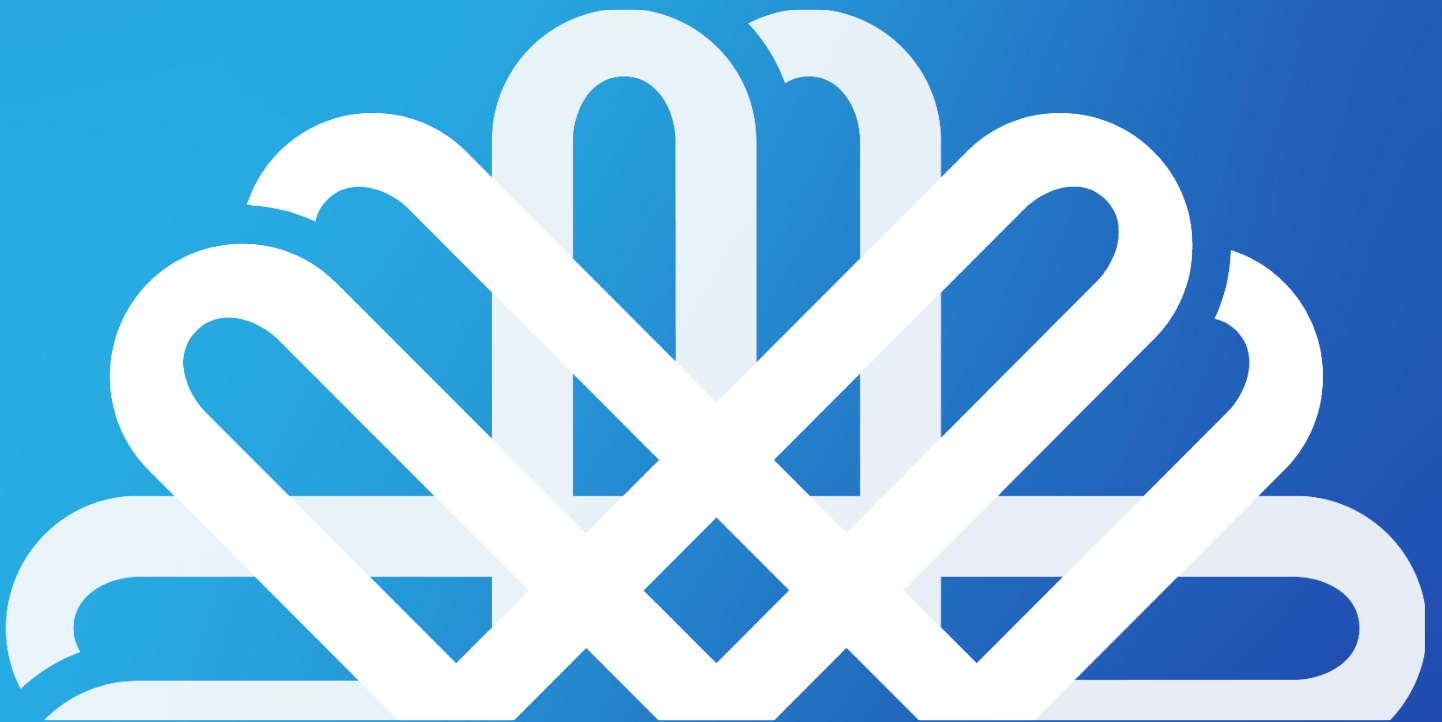
Appendix 3 – List of dangerous and prohibited products

CLASS	STATUS	EXCEPTIONS	EXAMPLE
Class 1: Explosive substances and articles	FORBIDDEN	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...
Class 2: Flammable gases	FORBIDDEN	Classification code UN1950 F and FC, classification code UN2037 F (non-toxic).	
Class 2: Non-flammable/non-toxic gases	FORBIDDEN	The following numbers are authorised: UN1002, UN1044, UN2073, UN2857, UN3164, UN1013.	Gas extinguishers, small gas cartridges...
Class 2: Toxic gases	FORBIDDEN	Classification code UN2037 A / O (non-toxic).	
Class 3: Flammable liquids	AUTHORIZE D	the following products or numbers are prohibited: substances requiring temperature controlled transport.	Mosquito spray, nail varnish remover, perfume...
Class 4.1: Flammable solids, selfreactive substances, solid desensitised explosives and polymerising substances	AUTHORIZE D	The following products or numbers are prohibited: UN1204, UN2059, UN3064, UN3343, UN3357, UN3379.	
Class 4.2: Substances liable to spontaneous combustion	AUTHORIZE D		Yellow and white phosphorus, activated carbon
Class 4.3: Substances which, in contact with water, emit flammable gases	FORBIDDEN		
Class 5.1: Oxidising substances	AUTHORIZE D		Yellow and white phosphorus, activated carbon
Class 5.2: Organic peroxides	FORBIDDEN	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...
Class 6.1: Toxic substances	FORBIDDEN		
Class 6.2 : Infectious substances	FORBIDDEN		
Class 7: Radioactive materials	FORBIDDEN		
Class 8: Corrosive substances	AUTHORIZE D	The following products or numbers are prohibited: - UN2794, UN2795 UN2800 (*1) - Substances shipped in the molten state.	Batteries, bleach...
Class 9: Miscellaneous hazardous materials and objects	AUTHORIZE D	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, ...

Appendix 4 - Code of business conduct

weavenn

**BUSINESS
CODE OF
CONDUCT**



Our ethical principles in conducting business

Weavenn is committed to behaving responsibly and with integrity.

An ethical approach to business in all circumstances is a guarantee of sustainability and trust from our stakeholders.

Our principles are:

- ✔ To act with integrity and responsibility
- ✔ To comply with laws and regulations
- ✔ To uphold the dignity and rights of all people
- ✔ To protect privacy and personal data
- ✔ To use the company's assets and resources in the interests of the company and its shareholders
- ✔ To observe business confidentiality

Respect for the individual

General principles

Weavenn attaches great importance to respecting individuals: it pays particular attention to the laws, regulations and international standards relating to social responsibility, which are designed to protect the safety, dignity and interests of our customers, our employees and the communities with which we interact.

Observance of human rights requires us to be vigilant in our rejection of child labour and concealed or forced labour.

In addition to rejecting all forms of discrimination, upholding the dignity of individuals also involves promoting social diversity and protecting privacy in order to provide each employee with a fulfilling working environment.

The aforementioned focus on the individual naturally entails respect for their environment and the community to which they belong.

Respect for diversity and refusal of discrimination

Discrimination is unequal and unfavourable treatment applied to certain people particularly because of their origin, religion, gender, disability, age or trade union or political affiliation.

Our company encourages diversity, which is a source of human wealth, and seeks to treat everyone fairly.

As such, it rejects all forms of discrimination and is committed to fostering diversity by creating an environment where everyone, whatever their background, has the opportunity to develop professionally and personally.

Protection against harassment

Moral and/or sexual harassment is manifested by repeated and hostile behaviour, words or actions that undermine the dignity or integrity of a person and can lead to serious distress.

Weavenn strives to provide a professional environment where the dignity of each employee is recognised and upheld. The company also relies on the vigilance of each employee to alert their line management or the human resources department in the event of a known situation of moral and/or sexual harassment.

Prohibition of concealed or forced labour

Concealed work is the act of not officially declaring a person who works in the company.

Forced labour is defined as work that is carried out under duress or threat.

Not declaring an employee means depriving them of their rights and depriving the community of the social contributions associated with their work. As we are concerned about the rights of our employees and seek to contribute to the economic and social life of the countries in which we operate, our company is committed to refraining from engaging in undeclared work.

Forcing a person to work violates their freedom and dignity. If Weavenn becomes aware that any of its suppliers and service providers are using employees who are working under duress or threat, it will immediately decline or terminate any relationship with them.

Protecting the health and safety of our employees

Weavenn is committed to taking all necessary measures to ensure the safety and protect the health of our employees.

Our company complies with national health and safety regulations and ensures that every employee adheres to them.

Protecting the personal data of our employees and customers

Our company is committed to maintaining the confidentiality of personal data and will take all appropriate measures to ensure the security and protection of such data. Our company complies with the national provisions of each country as well as with European regulations on the protection of personal data.

Personal data may only be collected for legitimate and proportionate purposes. It may only be used for the purposes for which it was initially collected in the context of transparent disclosure and must not be kept beyond the period authorised by law.

Respect for company assets

General principles

A certain number of legal rules are specifically intended to protect those who place their trust in the company, especially its employees and shareholders.

Some employees, by virtue of the responsibilities or functions entrusted to them, affect the future of the company through their decisions or behaviour.

Respect for the company's collective assets requires them to be particularly vigilant in protecting the social, economic or intangible assets placed under their responsibility.

The trust placed in them calls for strict compliance with the laws or rules relating to the prevention of abuse of corporate assets, insider trading and fraud.

Preventing abuse of corporate assets

The abuse of corporate assets involves making deliberate use of the company's assets, or the powers it has conferred, to the detriment of employees and shareholders, contrary to the interests of the company and/or for personal gain.

To protect the collective assets of the company, our Group is committed to taking all necessary measures, including monitoring, to avoid abuse of corporate assets.

Vigilance regarding conflicts of interest

A conflict of interest arises from a situation where personal interest and the interest of the company collide.

A conflict of interest arises when an employee or one of their relatives or allies is likely to benefit personally from a transaction conducted on behalf of the company, particularly with its customers or suppliers. The same applies if an employee

attempts to engage or arrange for the engagement of an enterprise in which he or she or a close relative or ally has a direct or indirect material or moral interest, in particular as a supplier.

Employees are asked to avoid any situation that would suggest that they might put their personal interests, or those of their relatives, ahead of those of the company. Should such a situation arise despite their efforts, they are requested to report it immediately and without reservation to their superiors.

Discipline in the preparation of financial statements

Every company is subject to the obligation to keep rigorous accounts that accurately reflect the nature and amounts of the commercial and financial transactions it carries out. This legal obligation allows the company to give a true account of its activities to its shareholders and to maintain a trusting relationship with them. This obligation is also the corollary of strict compliance with French reporting obligations.

For the record, each employee is responsible for ensuring that any commercial or financial transaction for which they are responsible is documented in accordance with the company's internal rules, properly approved and allocated to the appropriate accounting item so that it accurately reflects the commercial and financial activities.

Confidentiality of company data

A company's confidential information is part of its economic assets. As it is considered strategic, it can be decisive for its development. The communication of such data, whether accidentally or intentionally, can have serious consequences for the company.

The company's employees are aware of the importance of certain data, as specified in their employment contracts, and are asked to take all necessary measures to secure the company's sensitive information.

Preserving the reputation and image of our brands on social networks

Weavenn ensures its presence on "classic" or external social networks.

The company being a joint venture between two companies with a notable reputation, Fnac Darty and CEVA Logistics, this requires everyone to use social media responsibly, both internally and externally.

In this respect, Weavenn's representatives who are expressly authorised to communicate in the name and on behalf of Weavenn's brands on both internal and

external social networks undertake to refrain from any behaviour that could harm the collective interest of the company and to ensure the consistency of the messages published.

Furthermore, Weavenn encourages all its employees who express themselves privately on social networks or internal community networks to abide by the principles and value of our company.

In this respect, Weavenn reminds its employees that they are subject to a duty of discretion, confidentiality and loyalty. They must also comply with the law and avoid any inappropriate behaviour.

Observance of business rules

General principles

The purpose of business rules is to protect the rights of customers and other economic actors.

Fairness and transparency in our commercial practices guarantee a competitiveness that is based solely on the search for the best products and services at the best price.

Within the company, compliance with business rules is dictated as much by the desire to comply with the law as it is by the desire to demonstrate our commitment to ethical standards in the conduct of our business to our customers and to the shareholders who support us.

Corruption

Bribery is the act of allowing, proposing or offering, soliciting or receiving, directly or indirectly, any undue advantage, monetary or otherwise, to or from a third party so that the third party, in breach of their obligations, acts or refrains from acting in order to obtain or retain business or any other undue advantage in the conduct of a business.

Our company is extremely vigilant about not tolerating this type of behaviour within the company or in its dealings with third parties.

Observance of political neutrality

We prohibit political, trade union, cultural or charitable funding with a view to obtaining direct or indirect material, commercial or personal benefits.

We comply with national and international regulations on direct or indirect corruption.

Fairness in dealing with competitors

We believe in free, open and fair competition as a means of economic and social progress, both in terms of prices and the quality and scope of what the consumer and end customer can expect.

Anticompetitive practices aim to reduce or eliminate the principle of fair competition between companies in the same sector.

We strive to comply strictly with the applicable competition regulations in the European Union and in each market where Weavenn operates.

Gifts and other solicitations from suppliers and third parties

The integrity and independence of all employees vis-à-vis suppliers and third parties are intangible principles accepted by everyone.

Every employee is asked to consider whether a gift, invitation or favour received or offered creates an obligation for the recipient to the giver.

The acceptance of these gifts and solicitations is governed by an internal procedure, in particular through the Gifts and Benefits Charter.

Facilitation payments

Facilitation payments are unofficial payments made to facilitate or expedite certain administrative formalities such as permit applications or customs clearance.

Our company does not make any facilitation payments, regardless of whether or not local laws permit them.

Vigilance regarding the risk of money laundering

Money laundering is an act by which an individual or a company reintroduces money from illegal activities (drug trafficking, tax fraud, corruption, etc.) into the legal financial circuit.

Non-financial businesses can be complicit in money laundering when the sale of a good or service is part of a laundering operation.

With a view to complying with the law on money laundering, Weavenn calls on its employees to pay particular attention to transactions that seem suspicious and to inform their management if they have any doubts.

Vigilance regarding the principles of fairness and loyalty in our relations with our partners

We require our suppliers to comply with the principles defined in this business code of conduct with regard to respecting persons, goods and business rules.

This code is appended to the agreements and contracts that formalise our business relationship.

The company implements verification procedures and does not knowingly work with partners who do not share these essential principles.

Before concluding any contract, Weavenn ensures the integrity of the partner with which it seeks to establish a commercial relationship.

Furthermore, Fnac Darty ensures that its partners:

- ✔ Are selected according to objective criteria
- ✔ Provide real services that comply with the law
- ✔ Benefit from fair contractual conditions
- ✔ Are free from corruption liabilities in the country of performance

With a view to protecting the integrity and respect for the business rules in all its activities, the company expects its partners to behave with integrity and in accordance with its own principles, in particular those contained in this code of business conduct.

Dissemination and monitoring of the application of the business code of conduct

Dissemination of the code of conduct

This business code of conduct is addressed to the employees and partners of Weavenn.

It can be downloaded online from the intranet sites of Weavenn.

Managing alerts

Any employee or third party may report non-compliance with the rules of conduct set out in Weavenn's code of business conduct. To this end, any employee or third party may exercise their right to alert in a non-biased manner and in good faith via the alert management contact.

Weavenn also undertakes to ensure that no employee is subjected to any form of discrimination, harassment or other reprisals as a result of exercising the right to alert.

The alert management contact is the company's CEO.