



GENERAL TERMS AND CONDITIONS OF SALE

In this document the following words shall have the following meanings:

1. DEFINITION

- 1.1. "Appropriate regulatory agency"** means then relevant official, organization or individual responsible for control of quality and design standards.
- 1.2. "Seller"** means SPAREWAYS SAS, having its office at 5, Residence la Chapelle Saint Vincent, 35350 Saint Coulomb, France.
- 1.3. "Customer"** means the person, firm or company purchasing the goods from SPAREWAYS.
- 1.4. "Goods"** means any material(s), spare part(s), equipment(s), tool(s) or any part there of and/or services ordered by the customer and supplied by SPAREWAYS pursuant to the terms and conditions of sale.
- 1.5. "Contract"** means the contract arising when any quotation made by SPAREWAYS is accepted by the customer, or when the customer's purchase order is acknowledged by SPAREWAYS under these terms and conditions of sale in relation for the supply of any goods.
- 1.6. "Supplier"** means approved sources for the supply of goods and/or services of SPAREWAYS such as manufacturers, distributors, repair facilities, MRO's, Airlines, Brokers, Owners.

2. ACCEPTANCE OF THE PRESENT TERMS AND CONDITIONS OF SALE

- 2.1.** The present terms and conditions of sale shall govern the business relationship between SPAREWAYS meaning the "Seller" with its headquarter located at 5 Residence la Chapelle Saint Vincent, 35350 Saint Coulomb – France and any buyer referred as the "Customer" of goods supplied by SPAREWAYS.
- 2.2.** The terms and conditions of sale shall apply to any of, quotation, order acknowledgment or contract although in spite of the title of such agreement, sales order and/or agreement, purchase order and/or agreement, or services order and/or agreement, relating to the sale of product(s), material(s), spare part(s), equipment(s), tool(s) or service(s) referred as the "goods" supplied by SPAREWAYS.

- 2.3. No terms and conditions of sale other than those contained herein shall be binding upon SPAREWAYS unless accepted by it in writing. Any provision contained in any Customer document that would be contrary to the present terms and conditions of sale and/or that would be an obstacle for their application shall be considered as useless and ineffective towards SPAREWAYS.
- 2.4. Upon sending any purchase order, the Customer will be deemed to have assented to the terms and conditions of sale contained herein and/or in any quotation, order acknowledgment or contract issued by SPAREWAYS.
- 2.5. Quotation means the proposal document in which the terms and conditions of sale are referenced, which identify the Customer, details the goods with the prices and any other information relevant to the sale which the Customer wishes to purchase.
- 2.6. All quotations supplied by SPAREWAYS shall remain valid for a period of thirty (30) days from the date of the quotation, unless some other period is specified therein by SPAREWAYS in writing to the Customer, subject however to prior sale, in which event the quotation will lapse and be void simultaneously with such terms and conditions of sale.
- 2.7. By signing and returning the quotation and/or otherwise confirming by a formal purchase order on the basis of the information provided in SPAREWAYS quotation, the Customer acknowledges that these terms and conditions of sale shall apply to the sale of the goods.
- 2.8. For the avoidance of doubt, no agreement shall be contractually binding on SPAREWAYS, unless and until an acknowledgment order or contract is issued by SPAREWAYS to the Customer.
- 2.9. Any special conditions such as "Exchange Agreement" or "Consignment Agreement" or other relating to an order for the supply of any of the goods under a contract and agreed between SPAREWAYS and the Customer shall be in writing and acknowledged by SPAREWAYS, and such special conditions shall be part of these terms and conditions of sale.

3. CUSTOMER ORDER AND ACCEPTANCE OF ORDER

- 3.1. All goods are offered subject to prior sale and not having been sold or otherwise unavailable at the date of the order. SPAREWAYS reserves the right to make any changes to the specification of the goods which are required to conform with any applicable safety or other statutory requirements in force from time to time and to alter or substitute the goods provided that neither form, fitness nor function are adversely affected thereby.
- 3.2. Purchase order issued either from the Customer or from a Customer representative, shall only be binding on SPAREWAYS after its written acceptance and/or order acknowledgment and shall constitute the contract to deliver the goods in accordance with SPAREWAYS applicable prices and terms and conditions of sale.
- 3.3. Customer order is the firm and irrevocable commitment to accept the delivery of the goods, as well as to pay the price set forth in accordance with the terms and conditions of sale or the particular conditions mentioned in SPAREWAYS quotation.
- 3.4. The minimum amount for each order shall be one hundred Euros or one hundred and twenty-five United States Dollars (100 EUR or 125 USD).
- 3.5. For AOG service outstanding the office hours, an extra charge of one hundred fifty Euros or one hundred and seventy-five United States Dollars (150 EUR or 175 USD) shall be applied by SPAREWAYS.

- 3.6.** The Customer shall be responsible to SPAREWAYS for ensuring the accuracy of the terms and conditions of sale of any order (including any applicable specification).
- 3.7.** Cancellations of orders are subject to written approval by SPAREWAYS and payment by the Customer to SPAREWAYS of a thirty percent (30%) re-stocking fee, and any other additional re-stocking fee as imposed by any other third party and of any other applicable charges related to freight, duties etc.

4. PRICE AND PAYMENTS

- 4.1.** Unless otherwise agreed, all goods delivered to the Customer shall be packed for airfreight and made available to the Customer in accordance with SPAREWAYS standard packing procedures for such goods. If so agreed in writing, alternative forms of packing shall be provided, SPAREWAYS shall reserve the right to charge additional expenses associated for special packing requirements to the Customer. Packing material(s), container(s), module(s) or component transportation stand(s) are returnable at the Customer's cost.
- 4.2.** Any price quoted by SPAREWAYS shall remain open for thirty (30) days from the date of issue, unless in the quotation some other period is mentioned, or the quotation is withdrawn by SPAREWAYS prior to acceptance by the Customer, subject however to prior sale by SPAREWAYS or its source of supply of the goods in question, in which event the quotation given by SPAREWAYS will lapse and be void simultaneously with such sale.
- 4.3.** All prices for goods are exclusives of taxes, save as specified in the quotation, do not include transportation, insurance, taxes, import or export charges or duties, levies, imposts, penalties, interest or other similar charges (including, without limitation, goods and services tax, harmonized sales tax, sales tax, value added tax, withhold taxes and any transfer tax), all of which shall be the responsibility of the Customer. If SPAREWAYS is required to pay any of such of above on behalf of the Customer, the Customer shall reimburse SPAREWAYS forthwith upon demand.
- 4.4.** Notwithstanding anything to the contrary, SPAREWAYS may at its discretion revise the price to take into account any variation in the cost to labour, material(s), fuel, power and transport or any additional costs resulting from any increase in all or any of such costs or resulting from the modification of the goods necessitated by any change in any statutory obligations or any requirements of any appropriate authority or any requirements of the manufacturer, distributor or any other third party prior to delivery. SPAREWAYS shall notify the Customer of any such revision as soon as is reasonably practicable. The Customer will be required to approve such revised price.
- 4.5.** Where the price for the goods is varied in accordance with the clause 4.4, the price as varied shall be binding on both parties and shall not give either party any right of cancellation.
- 4.6.** Unless otherwise identified in the quotation that credit terms are applied, the Customer shall pay in cash in advance to SPAREWAYS, all amounts due in cleared funds prior to the due delivery date.
- 4.7.** When SPAREWAYS agrees to grant terms of thirty (30) days payment to the Customer, the due date shall be the thirtieth (30) calendar day from the date of the invoice unless otherwise stated in writing by SPAREWAYS.
- 4.8.** SPAREWAYS shall allocate to the Customer's account a credit limit, which will reflect a maximum value of goods which the customer may buy or purchase and which credit the customer may utilize for the payment period mentioned in clause 4.7 above and the clauses 4.9 or 4.10 or 4.12 or 4.13 below. The credit limit is given at the sole discretion of SPAREWAYS and may be subject to review, withdrawal or amendment without prior notice

to the Customer. Where, in the sole discretion of SPAREWAYS, the Customer does not justify a credit limit or the credit limit / credit terms have been exceeded, SPAREWAYS will require payment in advance of any order or delivery. For credit application, the Customer shall duly complete and sign a credit application form issued by SPAREWAYS, which forms part of the terms and conditions of sale, and return it to SPAREWAYS for review, evaluation in view of receiving the appropriate credit term and credit limit.

- 4.9.** SPAREWAYS shall render to the customer invoices showing the sums due under the contracts. All payments due thereunder shall unless otherwise designated by SPAREWAYS made by wire or credit card to SPAREWAYS nominated bank account on or before the thirtieth (30) day from SPAREWAYS invoice date. Additional bank fees, for international wire reception of an amount of thirty Euros (30 EUR) or thirty-five United States Dollars (35 USD) or for credit card payments with four percent (4%) commission will be charged by SPAREWAYS to any invoice.
- 4.10.** The terms and conditions of sale are fixed in Euro or United State Dollars currency and are based on the rate of exchange at the time of quoting and unless otherwise stated, the price may at SPAREWAYS discretion be subject to revision if any different rate of exchange is applicable at the date of invoice.
- 4.11.** SPAREWAYS shall be entitled to invoice the Customer for each order, or partial order on or at any time after delivery. The Customer shall pay invoices in full and in cleared funds within thirty (30) days of the invoice. Payment shall be made to the bank account nominated in writing by SPAREWAYS.
- 4.12.** Without limiting any other right or remedy of SPAREWAYS, in case of late payment or overdue payment from the customer under these terms and conditions of sale, SPAREWAYS reserves the right, at its sole discretion and without prior notice:
- A.** To apply penalties for late payments with an interest rate equal to two percent (2%) for each week payment is overdue since the due date until the date of actual payment of the overdue amount received by SPAREWAYS;
 - B.** To suspend deliveries and to refuse to honor any new purchase order until complete payment by the Customer to SPAREWAYS of all of its overdue accounts;
 - C.** To have any amount related to due by the Customer immediately paid by the Customer, whatever the agreed terms of payment.
- 4.13.** The Customer shall pay all amounts due under these terms and conditions of sale in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off and/or counterclaim against SPAREWAYS in order to justify withholding payment of any such amount in whole or in part. SPAREWAYS may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by SPAREWAYS to the Customer

5. DELIVERY AND INSPECTION

- 5.1.** All deliveries of goods pursuant to the terms and conditions of sale shall be designated in writing in the quotation and/or order acknowledgement by SPAREWAYS the following ways:
- A.** "E.X.W. EX-WORKS The pick-up location" basis (Incoterm edition 2010). As a repercussion, the transportation, insurance, associated costs shall be borne to the Customer's charge and title to risk of loss shall pass from SPAREWAYS to the Customer at the pick-up location unless otherwise agreed in writing by the parties. The cost of any special packing or special handling caused by the Customer's requirements or requests shall increase the applicable price.

- B.** “E.X.W. EX-WORKS The delivery point” basis (Incoterm edition 2010) SPAREWAYS with its headquarter located at 5 Residence la Chapelle Saint Vincent, 35350 Saint Coulomb, France and title to risk of loss shall pass from SPAREWAYS to the Customer at the delivery point.
- 5.2.** All deliveries of goods pursuant to the terms and conditions of sale shall be designated in writing in the quotation or unless otherwise specified by SPAREWAYS, the due date mentioned in the quotation and/or order acknowledgement is an estimated date only but maintained as much possible, made in good faith and SPAREWAYS shall not be liable for the consequences of any delay, whether direct or indirect. Unless expressly otherwise agreed in writing by the parties, time of delivery shall not be of the essence.
- 5.3.** SPAREWAYS shall deliver the goods to the delivery address nominated by the Customer and stated on the Customer’s formal purchase order. SPAREWAYS shall give the shipping notification to the Customer by written under a specific airwaybill and/or tracking number or notify that the shipment is ready for collection on the estimate due date.
- 5.4.** Unless expressly provided otherwise, delivery shall be executed by SPAREWAYS making the goods available for collection by the Customer or designated freight forwarding agent or shipped by SPAREWAYS on the estimated due date mentioned in SPAREWAYS quotation and/or order acknowledgement in accordance with the clauses 5.1, 5.2 , 5.3 above.
- 5.5.** Each delivery shall be treated as taking place under a separate contract and default or delay by SPAREWAYS in any single delivery shall not entitle the customer to repudiate any previous or subsequent contract. Unless otherwise agreed, SPAREWAYS shall have the right to deliver the goods in partial shipments.
- 5.6.** In the event that SPAREWAYS and the customer agree in written that SPAREWAYS shall arrange or undertake the carriage, transportation, insurance, taxes, import or export charges or duties, levies, imposts, penalties, interest or other similar charges (including, without limitation, goods and services tax, harmonized sales tax, sales tax, value added tax, withhold taxes and any transfer tax), beyond the point of delivery at SPAREWAYS facilities, such costs shall be invoiced to the customer’s account and shall not affect the provisions of the contract as to the passing of risk.
- 5.7.** Notwithstanding the foregoing, any claims by the customer against SPAREWAYS for incorrect shipment unless SPAREWAYS is notified by the customer within seven (7) days from the date of shipment, as reflected on the airwaybill or the tracking number to the customer.
- 5.8.** If, upon receipt of the shipment by the Customer, the goods do not conform to the quotation or the acknowledgement order, the Customer shall within three (3) calendar days after receipt thereof, notify by writing SPAREWAYS of such non-conformance and:
- A.** Provide such evidence of non-conformance as SPAREWAYS may reasonably require, including pictures evidence of the goods and the package;
 - B.** Arrange for the return of the non-conforming item(s) at Customer’s costs or at SPAREWAYS costs if accepted by SPAREWAYS in written;
 - C.** Shall permit SPAREWAYS to replace the non-conformance and the defected goods.

6. RISK AND TITLE

- 6.1.** The risk of loss or damage to the goods shall pass to the Customer upon the pick-up location or the delivery point in accordance with the clauses 5.1, 5.2, 5.3, 5.4, 5.7, 5.8 and subject to clause 2.9 above, SPAREWAYS shall have no responsibility or liability for goods damaged or lost in transit.

- 6.2.** Any recommendation by SPAREWAYS for the choice of a carrier, as well as application of a fixed price and care by SPAREWAYS of all or any part of the transport or handling imply no dispensation to the previous clause. The Customer shall, in case of damages or missing goods, make any reservations towards the carrier following the provisions in accordance with the applicable regulations related to the transport.
- 6.3.** Notwithstanding that risk in the goods shall pass to the Customer in accordance with the clauses 5.1, 5.2, 5.3, 5.4, 5.7, 5.8 above, SPAREWAYS shall remain the legal owner of the goods until the full payment of the goods and/or for any other goods supplied by SPAREWAYS or for any other monies due from the Customer SPAREWAYS on any account.
- 6.4.** Until title to the goods shall pass to the Customer under the clause 6.3 above and the clause 6.7 below, the Customer shall unless otherwise authorized by SPAREWAYS, keep the goods separately and readily identifiable as the ownership of SPAREWAYS. The Customer shall also become the legal keeper of the goods and shall be responsible for holding such goods at its own expenses.
- 6.5.** Any resale by the Customer of the goods in which the title of ownership has not passed from SPAREWAYS to the Customer, shall be made by the Customer as agent for SPAREWAYS, and the proceeds of any such sale shall be held in trust for the benefit of SPAREWAYS and placed in a separate account until accounted to SPAREWAYS.
- 6.6.** Goods shall be deemed sold or used, in the order delivered to the Customer.
- 6.7.** At any time before title to the goods passes from SPAREWAYS to the Customer (whether or not any payment to SPAREWAYS is then overdue or the Customer is otherwise in breach of any obligation to SPAREWAYS), SPAREWAYS may (without prejudice to any other of its rights):
- A.** Retake possession of all or any part of the goods and enter any premises for that purpose (or authorize others to do so) which the Customer hereby authorizes;
 - B.** Require delivery up to it of all or any part of the goods on the customer's cost.
- 6.8.** SPAREWAYS may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer.
- 6.9.** Each clause and sub-clause of these clauses is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

7. WARRANTIES

- 7.1.** SPAREWAYS shall warrants that the goods supplied shall be airworthy and accompanied by appropriate release certification on the date of sale.
- 7.2.** SPAREWAYS shall ensure that all goods are obtained from approved sources and regulated by appropriate regulatory agency, such as EASA/FAA/TCCA/BCA, and as acceptable by Customer's Quality System.
- 7.3.** All goods are purchased by SPAREWAYS from approved sources and are subject to batch traceability. Any good found defective shall be returned to the supplier for replacement provided SPAREWAYS is notified within three (3) days of receipt by the customer.
- 7.4.** No goods returns shall be accepted unless written details of the defect with pictures evidence of the goods and the package are received by SPAREWAYS from the Customer and a return material authorization (RMA) is issued by SPAREWAYS to ensure a proper replacement.

- 7.5.** SPAREWAYS shall endeavour to transfer to the customer the benefit of any warranty or guarantee given to SPAREWAYS by its supplier for the related goods and SPAREWAYS shall not be responsible for any claims beyond replacement of such goods.
- 7.6.** No SPAREWAYS employee, representative or agent shall be authorised to give any guarantee or warranty whatsoever except as given by the suppliers to SPAREWAYS. All warranty claims will be passed from SPAREWAYS to the supplier if applicable for investigation and resolution. In case SPAREWAYS's supplier rejects such a claim, such claims are considered rejected by SPAREWAYS as well and no further claims will be accepted by SPAREWAYS in relation to the sale in question.
- 7.7.** All information, recommendations and descriptive about goods supplied by SPAREWAYS are based upon manufacturer specifications and are believed to be reliable but do not constitute to a warranty.
- 7.8.** All goods supplied by SPAREWAYS are sold on the understanding that the Customer will independently determine their suitability for their purpose.

8. LIMITATION OF LIABILITY

Except as may otherwise stipulated in the terms and conditions of sale, SPAREWAYS and its principals shall not be liable to the Customer whether for any loss of profits whether in contract or in tort (including but not limited to negligence) or for breach of statutory obligation and whether arising directly or indirectly out of or in consequence of any act, default or omission of SPAREWAYS or its principals.

9. INDEMNITY

- 9.1.** The Customer hereby indemnifies SPAREWAYS and its affiliates and subsidiaries, (including their respective agents, directors, employees, officers, shareholders, subcontractors, successors and assigns) against all liabilities, claims, losses and damages of any nature, including, but not limited to, all expenses (including legal fees), costs, and judgments for property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic or statutory civil damages, any of which arise out of or are in any way related to the provision of the goods and/or other services pursuant to these terms and conditions of sale.
- 9.2.** The Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by prudent companies engaged in the Customer's industry. Such policies of insurance shall be primary with respect to the indemnities of Customer set forth in the terms and conditions of sale and shall contain waivers of subrogation of the insurers in favor of the SPAREWAYS indemnities. The Customer will provide SPAREWAYS with certificates of insurance as may be requested by SPAREWAYS from time to time.

10. TERMINATION

- 10.1.** If the Customer becomes aware of any of the events listed in the clause 10.2, SPAREWAYS reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to SPAREWAYS, SPAREWAYS may cancel or suspend all further deliveries under the terms and conditions of sale or under any other contract between the Customer and the SPAREWAYS without incurring any liability to the Customer and all outstanding sums in respect of the goods delivered to the Customer shall become immediately due.

- 10.2.** If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the Customer shall be wound up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of the SPAREWAYS, become impaired or if the Customer shall commit any breach of any part of the terms and conditions of sale or contract and SPAREWAYS may terminate the contract immediately whether in whole or in part.
- 10.3.** In addition to any right of lien to which SPAREWAYS may be entitled, SPAREWAYS shall in the event of the Customer's insolvency or bankruptcy be entitled to a general lien on all goods of or attributable to the Customer in SPAREWAY's possession (notwithstanding that such items or any of them may have been paid for the unpaid price of any goods or other items sold and delivered to the Customer by SPAREWAYS under any other contract.
- 10.4.** Notwithstanding any provision in these terms and conditions of sale, the Customer shall not have the right to set off any claims it might have against SPAREWAYS and against any sums otherwise due to the SPAREWAYS.
- 10.5.** Upon the termination of the terms and conditions of sale or contract for whatever reason, SPAREWAYS shall be entitled to set off any claim it might have against the Customer and against any sums or otherwise due to the Customer.
- 10.6.** Termination of the terms and conditions of sale or contract shall not affect the accrued rights of SPAREWAYS nor SPAREWAYS's other rights and remedies.

11. DELAY IN PERFORMANCE

SPAREWAYS will not be liable in any way in respect of late delivery, howsoever caused or for any delay in performance due to clauses beyond SPAREWAYS's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labour strikes or lockouts, whether at any of SPAREWAYS premises or the premises of SPAREWAYS suppliers or sub-contractors shortage of the goods, detention or holding of the goods by any customs authorities or any national or international airworthiness authority, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, earthquakes and natural disasters, acts, restrictions or measures of any state or governmental authority, in delivery by third parties and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay. The Customer shall be bound to accept the goods when available.

12. LICENCES

- 12.1.** Unless specified by SPAREWAYS, the Customer shall be the importer or exporter of record and shall be responsible for timely obtaining any required governmental authorization such as an import license, export license, exchange permit or any other required governmental authorization.
- 12.2.** The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.

13. NON-WAIVER

13.1. Any failure delay or indulgence on the part of SPAREWAYS in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder and shall be without prejudice to the legal rights of SPAREWAYS and the obligations of the Customer shall continue in full force and effect.

13.2. No waiver of any terms and conditions of sale hereunder shall be valid unless in writing and signed by SPAREWAYS.

14. ENTIRE AGREEMENT

14.1. The terms and conditions of sale shall constitute the entire agreement between SPAREWAYS and the Customer in respect of any order for any of the goods and shall supersede and exclude all prior representations, proposals or agreements whether oral or in writing. Any amendment or alteration to the present terms and condition of sale shall not be effective unless in written and signed by SPAREWAYS and the Customer.

14.2. The Customer acknowledges that, in entering into these terms and conditions of sale, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

15. ASSIGNMENT OF CONTRACT

SPAREWAYS may assign the terms and conditions of sale and the rights and obligations thereunder whether in whole or in part. The terms and conditions of sale or contract is personal to the Customer, who shall not without the prior written consent of SPAREWAYS assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

16. SEVERABILITY

In the event of any clause or provision or part thereof of these terms and conditions of sale being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any court of competent jurisdiction the remainder of any affected clause or provision of these terms and conditions of sale shall remain in full force and effect.

17. CANCELLATION

The Customer shall not be entitled to cancel the terms and conditions of sale without the prior written consent of SPAREWAYS.

18. CONFIDENTIALITY

Both, the subject matter and the terms and conditions of sale shall be treated by the Customer as confidential and shall not without SPAREWAYS's written consent be divulged to any other person.

19. NOTICES

19.1. Subject to clause 5.4, all notices and requests required or authorized hereunder shall be given in writing either by personal delivery or recorded mail (return receipt requested) and the date upon which any such notice or request is personally delivered or if such notice or request is given by registered or recorded mail, the date upon which it is received by the addressee shall be deemed to be the effective date of such notice or request.

19.2. The parties shall be addressed as per their normal business address for correspondence, or as may otherwise be notified by each party to the other, or in default thereof to their respective registered offices.

20. INTERPRETATION

Headings are for convenience only and shall not govern the interpretation of the terms and conditions of sale.

21. BUSINESS ETHICS

Both parties agree that all business activities will comply with the applicable laws contained in the clauses 23.1 or 23.2 or 23.3, whilst ensuring that the undertaking of these activities is without recourse to anti-competitive activity, embargo, corruption, slavery or human trafficking and ensuring compliance to the French laws.

22. GENERAL CONDITIONS OF SALES

The Customer recognizes that it has read and accepted the general terms and conditions of sale of SPAREWAYS.

23. GOVERNING LAW AND JURISDICTION

23.1. The terms and conditions of sale and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France.

23.2. The parties irrevocably agree that the French courts (Saint Malo) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions of sale or its subject matter or formation (including non-contractual disputes or claims).

23.3. To the extent that the Customer may, in any jurisdiction in which proceedings may at any time be instituted for the determination of any question arising under or for the enforcement of the terms and conditions of sale (including any interlocutory proceedings, the execution of any judgment or award arising therefrom), be entitled to claim or otherwise be accorded for itself or its property assets or revenues, immunity from suit and attachment (whether in aid of execution before judgment or otherwise), or other legal process and to the extent that in any jurisdiction there may be attributed to the Customer or its property, assets or revenues such immunity (whether or not claimed), the Customer hereby irrevocably agrees not to so claim and waives such immunity to the fullest extent permitted by the law of such jurisdiction.

24. DISCLOSURE OF INFORMATION

24.1. The Customer confirms that the information given is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which SPAREWAYS will not be liable for any inaccuracies.

24.2. SPAREWAYS has the Customer's consent at all times to contact and request information from any persons, credit businesses, including those mentioned in the credit information form and to obtain any information relevant to the Customer's credit assessment including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time the Customer has dealt with such supplier, type of goods purchased and manner and time of payment.

24.3. The Customer agrees that information given in confidence to SPAREWAYS, by a third party on the Customer, will not be disclosed to the Customer.

24.4. The Customer hereby consents to and authorizes SPAREWAYS at all time to furnish personal and credit information concerning the Customer's dealings with SPAREWAYS to a credit bureau and to any third party seeking a trade reference regarding the Customer in its dealings with SPAREWAYS.

25. INTELLECTUAL PROPERTY

25.1. All of the intellectual property rights, as well as the knowledge included in transmitted documents, delivered goods or supplied services remain SPAREWAYS exclusive property.

25.2. Any transfer of intellectual property rights or knowledge must be subject to a specific contract.

IN WITNESS WHEREOF, the parties have executed the terms and conditions of sale made and effective the on the .. / .. /

CUSTOMER
NAME:
ADDRESS:
.....
.....
Contact:
.....
.....

SELLER
SPAREWAYS
5 Residence la Chapelle Saint Vincent
35350 SAINT COULOMB - FRANCE

Contact:
Mr Morgan GUILLAUME

Email: sales@spareways.com

Print Name and Title

Print Name and Title

Authorized Signature

Authorized Signature