COMMERCIAL TERMS OF THE PLATFORM

INPULSE, a single-shareholder simplified joint-stock company (SASU) registered with the Lille Métropole Trade and Companies Register under number 922 516 919, whose registered office is located at 3 rue Saint Joseph, LILLE (59800) (hereinafter "**INPULSE**"), publishes and operates the SWAP platform, accessible as an application (hereinafter the "***Platform***").

The SWAP platform provides a purely technical professional intermediation service, enabling professional buyers to purchase construction materials sold by professional sellers at a fixed price or through an auction system.

As these Commercial Terms may be amended from time to time, the applicable version is the one in force on the date the Transaction is validated.

ARTICLE 1. DEFINITIONS

The terms set out below have, in these Commercial Terms, the following meanings:

"***Listing***" means the description of the Product drafted and published by the Seller and, as the case may be, the price of the said Product or the terms of the related auction.

"***Seller's Terms of Sale***": means the general terms governing the sale of the Product between the Buyer and the Seller, provided by the Seller and supplemented, where applicable, by the Commercial Terms of the Platform. In the event of any conflict between the two documents, the Commercial Terms of the Platform shall prevail.

"***Sales Contract***": means the contract between the Seller and the Buyer relating to the sale of a Product, governed by the Commercial Terms of the Platform, supplemented, where applicable, by the Seller's Terms of Sale.

"***User Account***": means the personal user account on the Platform of each Party, with the functionalities provided for in the Terms of Use of the Platform.

"***Costs***" means the costs ancillary to the sale price, such as transport costs, customs duties or other costs relating to the terms of sale of the Product

"***Transaction Amount***" means the Sale Price of the Product and the Commission received by the Platform

"***Offer***": means the purchase offer made by the Buyer at the Sale Price on the Platform.

"**Parties**" means the Buyer and the Seller collectively

"***Platform (SWAP)***" means the marketplace accessible as a smartphone application, connecting Buyers and Sellers for the sale of construction materials through an auction or fixed-price system.

"***Sale Price***" means the price, exclusive of tax, of the Product as approved by the Seller in the context of the Transaction

"***Product(s)***" means the unused construction materials (metals, ceramics, glass, textiles, polymers, mortar, cement, stone, concrete, wood, etc.) and other site supplies (tiles, hardware, paint, electrical equipment, etc.) offered for sale by the Seller on the Platform

"***Transaction***" means the final agreement of the Seller and the Buyer on the sale of the Product at the Sale Price proposed by the Buyer in its Offer

ARTICLE 2. PURPOSE

These Commercial Terms of the Platform (hereinafter the "***Commercial Terms***") supplement the Sales Contract where the Seller's Terms of Sale are incomplete or non-compliant, and thus apply between the Seller and the Buyer, as parties to the Transaction referred to above carried out on the Platform.

In the event of any conflict or gap between the Seller's Terms of Sale and these Commercial Terms, the latter shall prevail

These Commercial Terms were brought to the Buyer's attention when it formalised its Offer to the Seller, and to the Seller's attention when it accepted the Buyer's Offer.

ARTICLE 3. ACCEPTANCE OF THESE COMMERCIAL TERMS

These Commercial Terms are accessible on the Platform (i) in the web version, as a dashboard, through a hyperlink at the bottom of each page, and (ii) in the application version, in a section dedicated to legal documentation, and may therefore be consulted at any time.

The Buyer is presented with these Commercial Terms and the Seller's Terms of Sale before submitting its Offer to the Seller, and must accept this documentation in order to submit an Offer.

If the Buyer does not agree with any of the conditions set out herein and/or in the Seller's Terms of Sale, it must not submit an Offer. The Seller is responsible for the pre-contractual information provided in the Listing regarding the Product and for its compliance with legal requirements.

ARTICLE 4. FORMATION OF THE SALES CONTRACT

As provided in the Terms of Use, at the end of the auction, the Seller's validation of the Buyer's Offer constitutes validation of the Transaction and brings this Sales Contract into force.

An order confirmation email is sent to the Parties, including the Sales Contract and the Seller's invoice. These documents are also available in each Party's User Account.

ARTICLE 5. PRICE AND PAYMENT TERMS

Once the Offer has been made by the Buyer and accepted by the Seller, the Transaction Amount is firm and final. It is stated in euros, exclusive of tax.

The Platform then places the Transaction Amount in escrow by direct debit within 3 business days.

The Sale shall be automatically rescinded if the direct debit fails three times, without compensation on either side. A confirmation email of the cancellation of the Sale is sent to the Parties.

If the Buyer validates the Product in accordance with the Terms of Use, the Transaction is validated and gives rise to payment of the Sale Price to the Seller, after deduction of the Commission due to INPULSE.

ARTICLE 6. INVOICING

When the Buyer's Offer is accepted by the Seller, the Seller issues an invoice to the Buyer showing the Sale Price.

This invoice will be sent to the Buyer by email and will be available in its User Account on the Platform.

Any invoice issued by the Seller to the Buyer must be paid by direct debit within 24 business hours.

Unless the Buyer duly disputes the invoice with valid grounds, failure to pay an invoice within the aforementioned period automatically results in late payment penalties equal to three (3) times the statutory interest rate, as applied by the European Central Bank, on the amount claimed.

Finally, a fixed compensation for recovery costs of forty (40) euros shall be due, automatically and without prior notice to the Buyer, in the event of late payment. The Seller reserves the right to claim additional compensation from the Buyer if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

ARTICLE 7. DELIVERY OF THE PRODUCT

Upon validation of the Transaction, the Parties shall meet within 7 business days at the physical address indicated by the Seller in the Listing as the Product collection point, in order to verify that the Product conforms to the Listing.

Confirmation of the Product's conformity through the dedicated module on the Platform triggers payment of the Sale Price to the Seller and the transfer to the Buyer of ownership of the Product and of the risks of loss, theft or damage.

If the Product is rejected as non-conforming, the Sale is automatically rescinded. A confirmation email of the cancellation of the Sale is sent to the Parties and the Sale Price held in escrow is released to the Buyer.

ARTICLE 8. STATUTORY WARRANTIES

As a professional, the Buyer is entitled by operation of law to the statutory warranty against hidden defects under Articles 1641 et seq. of the French Civil Code.

The Buyer may thus invoke a hidden defect, inherent in the Product and rendering it unfit for its use, for a period of two years from the discovery of the defect. If the conditions of Articles 1641 et seq. of the Civil Code are met, the Buyer may request either rescission of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

Any warranty is excluded in the event of misuse, negligence or lack of maintenance by the Buyer, as well as in the event of normal wear and tear of the Product or force majeure.

Finally, the warranty shall not apply if the Product has been subject to abnormal use, has been damaged as a result of impact, a fall, negligence, lack of supervision or maintenance, or if the Product has been modified.

ARTICLE 9. INSURANCE

Each Party declares that it holds a civil liability and professional indemnity insurance policy taken out with a reputedly solvent insurer, covering the risks inherent in the conduct of its business for sufficient amounts, and undertakes to maintain it throughout the term of the Sales Contract and to provide evidence thereof upon first request by the other Party.

ARTICLE 10. LIABILITY

10.1. General principles

Each Party shall be liable under the conditions of ordinary law, the Seller's obligations being by nature obligations of means (best-efforts obligations).

The Seller shall not be liable in the event of misuse, negligence or lack of maintenance of the Product by the Buyer, or in the event of normal wear and tear of the Product or force majeure.

10.2. Force majeure

The Parties shall be released from liability for any breach of their contractual obligations in the event of force majeure as defined in Article 1218 of the Civil Code. If the force majeure event lasts for more than six (6) weeks, either Party may request termination of the Sales Contract by registered letter with acknowledgement of receipt sent to the other Party, with immediate effect.

ARTICLE 11. INTELLECTUAL PROPERTY

Any use, in any manner whatsoever, of one party's intellectual property rights (trademarks, copyright, etc.) by the other Party is strictly prohibited, unless separately agreed in advance and in writing.

Failure to comply with this prohibition constitutes infringement and may give rise to civil and criminal liability of the infringer.

ARTICLE 12. PERSONAL DATA PROTECTION AND ARTIFICIAL INTELLIGENCE REGULATIONS

Each Party, as data controller, uses the personal data of the other Party's staff in accordance with the applicable regulations (in particular the provisions of French Law No. 78-17 of 6 January 1978 on Information Technology and Civil Liberties (Loi Informatique et Libertés), as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council adopted on 27 April 2016 and in force since 25 May 2018, known as the "GDPR"), in accordance with the terms set out in Chapter II of the Privacy Policy.

Each Party shall inform the data subjects of the processing of their Data carried out by the other Party and of the other Party's contact details through which they may exercise their rights.

The Parties are informed that an artificial intelligence system may be integrated into the SWAP Platform to assist Sellers in drafting Listings (the "**AI**"). The information and conditions of use of this AI are described in the Terms of Use of the Platform. The terms and conditions of these Commercial Terms apply in full to the AI in the same way as to the SWAP Platform. Should Regulation (EU) 2023/2854 of 13 December 2023 on harmonised rules on fair access to and use of data (the "**Data Act**") become applicable to the SWAP Platform, INPULSE reserves the right, upon giving the Parties one month's notice, to amend these Commercial Terms in order to set out the conditions under which the switching provided for in Chapter VI of the Data Act may be carried out, as well as the financial conditions applicable to such switching, which the Buyer and the Seller expressly accept.

ARTICLE 13. GOVERNING LAW – COMPETENT COURT – AMICABLE DISPUTE RESOLUTION

The Sales Contract is governed by French law, to the exclusion of any other legislation.

In the event of any difficulty of interpretation or performance, or any dispute relating to the Sales Contract, the Parties agree to seek an amicable solution. To that end, the more diligent Party shall notify the other Party, by registered letter with acknowledgement of receipt, of the subject of the dispute and shall request a meeting with it in order to attempt to resolve it within ten (10) days of receipt or first presentation of the letter.

IF AMICABLE NEGOTIATION FAILS, ANY DIFFICULTY RELATING TO THE INTERPRETATION OR PERFORMANCE HEREOF SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF THE DEFENDANT'S DOMICILE, EVEN IF THERE ARE THIRD-PARTY CLAIMS, MULTIPLE DEFENDANTS OR INTERIM RELIEF PROCEEDINGS.