

ARTICLE 1 - PURPOSE AND SCOPE

- 1.1 - These General Terms and Conditions of Sale (hereinafter the "GTCS") govern the terms and conditions under which FUTURLOG organizes, in its own name and on behalf of its Clients, the logistics and transport of Products entrusted to it by the Client under the Contract.
- 1.2 - These GTCS are available on FUTURLOG's website at the following address: http://www.futurlog.com/etcs_Futurlog_2026. They will also be sent to the Client by email simultaneously with each invoice issued by FUTURLOG in performance of the Contract.
- 1.3 - The Client acknowledges having read and accepted FUTURLOG's GTCS prior to signing the Contract.

ARTICLE 2 - DEFINITIONS

The terms used in the Contract with an initial capital letter shall have the following meaning:

- "Parcel" means an item or a group of items, regardless of weight, dimensions or volume, forming a single unit when handed over for transport (bin, cage, box, carton, container, bundle, strapped or shrink-wrapped pallet, etc.), packed by the Client or the logistics provider.
- "Steering Committee" refers to a recurring meeting between the representatives of both Parties, the frequency of which is to be agreed upon by them.
- "Order" means the sale between the Client and the buyer of the Products, involving physical delivery to the Recipient.
- "Contract" refers to the main contract signed by the Parties, these GTCS, and any appendices.
- "Recipient" refers to the final recipient (company or individual) of the Products ordered from the Client.
- "Shipper" refers to the Client or any other party from whom the recipient or buyer (if different) places the order for the Client's goods.
- "Service Provider(s)" means any third party to whom FUTURLOG subcontracts, in whole or in part, the logistics and/or transport of the Client's goods delivered to the Recipient.
- "Transport Provider" refers to the public carrier that enters into a transport contract with FUTURLOG and undertakes to carry out all or part of the transport operation under its responsibility.
- "Logistics Provider" means any service provider to whom FUTURLOG subcontracts storage, order preparation, packing, labelling, or any other logistics service covered by the Contract.
- "Services" has the meaning assigned to it in Article 3 of the Contract.
- "Products" means all products – excluding (i) goods requiring temperature-controlled storage and/or distribution, and (ii) products with at least one dimension exceeding the standard European pallet size (120 cm length, 80 cm width, 160 cm height) – which are or will be marketed by the Client and processed by FUTURLOG.
- "Territory" has the meaning given in Article 1 of the Contract.

ARTICLE 3 - SERVICES PROVIDED BY FUTURLOG

General: FUTURLOG provides the Client with a range of logistics and transport services, including: receipt of Products, storage, stock management, order preparation and packaging, inbound and outbound transport, and return processing. Depending on its needs and the evolution of its business, the Client may choose not to outsource to FUTURLOG certain services such as transport, returns processing, and, in specific cases (e.g. cross-docking), storage – without the need to amend the Contract. Additional services (such as co-packing or reconditioning) may be performed by FUTURLOG upon the Client's express request and based on a prior quotation. Under the Contract, FUTURLOG also provides the Client with an IT solution called "FuturSystem", which includes access to the extranet "FuturWeb" and APIs compatible with major CMS platforms (Shopify, PrestaShop, WooCommerce, Wix, etc.) and several marketplaces. FuturWeb enables the Client to provide FUTURLOG with all necessary information for the proper execution of the Services (inbound notifications, activity tracking, alerts, dashboards, error corrections, additional data input, launching specific reconditioning operations, etc.)

3.1 - Reception of Products: FUTURLOG is responsible for receiving Products delivered either directly or indirectly by the Client. A specifications document outlining the applicable logistical requirements (including warehouse address, loading docks, opening hours, accepted pallet dimensions, and restrictions on hazardous materials) will be provided to the Client at the start of the service. The Client is responsible for sharing this document with its designated suppliers. Any delivery not compliant with the specifications will be refused by FUTURLOG.

When transport to the warehouse is organized by the Client or someone acting on its behalf, the Client must provide, via FuturWeb or the API integrated with FuturSystem, a delivery notice at least forty-eight (48) hours before the expected delivery date. This notice must include the number and type of containers, carrier name, references and quantities to be received, and estimated delivery date.

To facilitate inbound operations and ensure invoicing in accordance with the agreed units of work, the Client may specify, for each item, the breakdown of quantities to be received according to the handling units. These units must correspond to the quantities per full pallet and per full carton (PCB) as indicated in the product information sheet.

If this information is not provided, the default unit of work will be item-level reception.

The Client or its representative must also schedule an appointment with the warehouse dock manager (by phone or email – contact details to be provided) and provide the delivery notice number issued through FuturWeb or the API. No appointment is needed for deliveries involving fewer than twenty (20) parcels.

Compliance with contractual deadlines and the application of potential delay penalties defined in the SLA are subject to: (i) strict adherence to the specifications, and (ii) proper labeling of each parcel or pallet with a shipping notice (DESADV) available via FuturWeb or the API.

Each stock entry will be communicated to the Client via FuturWeb, email, or API, indicating received references and quantities. A detailed reception report will also be made available through these interfaces, listing any discrepancies between expected and actual stock intake.

3.2 - Storage: When the Client entrusts FUTURLOG with storage services, the Client agrees to provide, at the time of signing the Contract, a forecast of monthly Product volumes to be stored. In case of significant growth in volume (increase over 50% compared to the previous volume), the Client must inform FUTURLOG at least three (3) months in advance. FUTURLOG will then evaluate whether additional storage space is needed or if a relocation is required and will provide a recommendation. Additional space or relocation must be approved in writing by the Client. Once approved, FUTURLOG will implement the solution within two (2) months.

FUTURLOG (or its Logistics Provider) will manage storage according to the following classification:

- Available Stock: all compliant goods ready for order preparation.
- Quarantined Stock: non-compliant items or returns due to transport damage or prep errors.

Storage locations are managed via a dedicated IT system. Inventory status can be provided upon written request.

Quarantined Stock will be made available to the Client for inspection. Following review, the Client must email FUTURLOG with instructions: to re-integrate, return, or destroy the items, depending on their condition.

3.3 - Order Preparation: to enable FUTURLOG to prepare orders, the Client must send all necessary information via FuturWeb or the API, organized by Order and Recipient. The Client is solely responsible for the accuracy of this information. FUTURLOG will prepare orders accordingly and in compliance with contractual timelines and any agreed specifications (fragile items, special packaging, recipient requirements, etc.). Preparation timelines defined in the SLA may include penalties in the event of delays.

3.4 - Packing, Packaging, and Labelling: Orders will be packed using the most suitable method: either on "lost" or "Euro" pallets wrapped with neutral film and labelled, or in parcels packed and secured according to logistics best practices. FUTURLOG ensures that packaging poses no risk to handlers, the environment, transport equipment, or third parties.

Each item, parcel, or pallet must be clearly labelled with information allowing proper routing: sender, recipient, delivery location, and product type. Label details must match the transport documents. Customs documents and any additional paperwork required by the Client's specifications will be included as needed. If FUTURLOG is tasked with printing invoices to be included with the shipment, it will issue these on behalf of the Client, based on the data provided. The Client remains fully responsible for all legal, tax, and accounting obligations. FUTURLOG is not liable for delays due to incorrect or late data and is not responsible for invoice payment collection or follow-up with end customers.

3.5 - Inventory: Once per year, upon written request, FUTURLOG will conduct a full physical inventory of stored Products. A joint inventory can be organized upon the Client's request following FUTURLOG's procedures. Preparation operations will be suspended during the inventory. The operation must be scheduled at least one (1) month in advance. Timing depends on complexity (volume, storage mode, staff availability) and requires the Client approval. No inbound or outbound movement is allowed during the inventory. Any additional inventory requested will be subject to prior quotation.

3.6 - Returns Handling: FUTURLOG handles returns regardless of the reason or source, including those from final recipients or failed delivery attempts (e.g., "undeliverable" status). Returns may be announced by the Client via FuturWeb or API, or by the final recipient using FUTURLOG's return portal. The return notice must include: (i) number and type of containers, (ii) carrier and tracking number, (iii) references and associated quantities. SLA deadlines and penalties depend on proper return notification. Each return is assessed by FUTURLOG, and Products are either reintegrated into Available Stock or placed in Quarantined Stock. Entry of returned items into stock is reported to the Client via FuturWeb, email, or API, including references and quantities. A specific return report will be available to highlight any discrepancies.

ARTICLE 4 - OBLIGATIONS OF FUTURLOG

In performing the Contract, FUTURLOG undertakes to:

- Execute the Services entrusted to it with the care, diligence, and professionalism expected of a logistics provider;
- Deploy the technical and human resources necessary for proper execution of the Services;
- Comply with all documents, instructions, and procedures agreed upon with the Client;
- Oversee and manage all Services end-to-end to ensure smooth operations;
- Deliver the Products within the agreed timelines;
- Comply with all regulations applicable to its activity. In this regard, FUTURLOG declares that it holds all required authorizations and licenses for its operations.

ARTICLE 5 - OBLIGATIONS OF THE CLIENT

In addition to payment for the Services performed by FUTURLOG under the Contract, the Client undertakes to:

5.1 - Packaging and Labelling of Products: When the Products are delivered to FUTURLOG by the Client or its supplier, the Client is liable for any consequences resulting from missing, insufficient, or defective packaging, wrapping, marking, or labelling.

5.2 - Service Execution: The Client must provide FUTURLOG with all necessary and accurate instructions in a timely manner to enable execution of the Services. FUTURLOG is under no obligation to verify any documents (commercial invoice, packing list, etc.) provided. The Client bears full responsibility for any failure to provide such information.

5.3 - Declarations: The Client shall bear all consequences resulting from failure to disclose or accurately declare the nature and specifics of the Products, especially their fragility or hazardous nature. The Client also assumes all consequences of falsified, incorrect, incomplete, inapplicable, or late declarations or documentation, with no recourse against FUTURLOG.

5.4 - Recipient Refusal or Failure: In the event of refusal by the Recipient or delivery failure for any reason, all additional costs incurred, particularly for transport and storage, shall remain at the Client's expense.

ARTICLE 6 - PRICE REVISIONS

6.1 - Annual Revision: Prices for the Services defined in Article 5 of the Contract are subject to annual revision on the anniversary date of the Contract, based on the variation of the following indices:

- Storage Costs: revised according to the INSEE index for tertiary activity rents (ILAT);
- Logistics Services: revised based on the INSEE index for hourly wage rates in transportation and storage;
- Packaging Costs: revised based on the INSEE index for production prices in the French paper and cardboard industry (CPF 17.12).

The revised price will be calculated as follows: $P_{t+1} = P_t \times (V_{i+1} / V_i)$

Where: P_{t+1} : revised price at time t ; P_t : initial price; V_{i+1} : latest available value of the index; V_i : index value from the same quarter of the previous year

At the next revision, P_{t+1} becomes the new P_t .

Transport costs will be revised annually based on rates negotiated by FUTURLOG with its Transport Providers.

FUTURLOG will inform the Client of the updated transport tariffs and will propose the most competitive provider.

6.2 - Maintenance of Economic Balance: In accordance with Article 1195 of the French Civil Code, and aside from the annual revision, if an unforeseeable change in circumstances at the time of the Contract makes its execution excessively onerous for one Party (e.g., due to changes in Client declarations causing unexpected constraints, or changes in a Service element), the Parties will meet in a Steering Committee to renegotiate the terms in good faith and restore the Contract's economic balance. During negotiations, both Parties shall continue fulfilling their obligations.

If no Contract is reached within two (2) months of the Steering Committee meeting, the Parties may agree to terminate the Contract with fifteen (15) days' notice and under mutually agreed terms.

ARTICLE 7 - FORCE MAJEURE

7.1- Neither Party shall be held liable for any breach of contractual obligations resulting from an event of force majeure, expressly defined as any event that is unforeseeable, unavoidable, and beyond the control of the Parties, which prevents the normal performance of the Contract.

7.2 - The Party affected by the force majeure event shall promptly notify the other Party in writing, specifying the nature of the event and its impact on the ability to perform contractual obligations. The Parties will consult with each other to assess the situation and make every effort to agree on a mutually acceptable solution that enables continued execution of the Contract.

Delays due to force majeure shall extend the timeline for fulfilling the obligations of the affected Party accordingly.

7.3 - If the effects of the force majeure event persist for more than fifteen (15) days, either Party may terminate the Contract by sending a registered letter with acknowledgment of receipt, subject to a fifteen (15) day notice period.

ARTICLE 8 - SITE VISITS

The Client may access the warehouse where its Products are stored, provided it notifies FUTURLOG at least forty-eight (48) business hours in advance.

The Client or any person appointed to represent it must be accompanied by a FUTURLOG representative during the entire visit. Visits must take place during warehouse opening hours, in compliance with safety rules, at a time agreed in advance between the Parties, and must not disrupt FUTURLOG's operations in any way.

ARTICLE 9 - TERMINATION OF THE CONTRACT

At the end of the Contract, for any reason whatsoever, FUTURLOG may conduct, at the Client's request and expense, a detailed inventory of the Client's Products and related items still stored by FUTURLOG.

Preparation for stock removal (including any necessary reconditioning and palletization) and transport of the remaining goods shall be organized and paid for by the Client.

At the Client's request, FUTURLOG may also organize these exit operations, upon prior quotation.

All invoices issued by FUTURLOG shall become due on the last day of the Contract. No final removal of Products will occur until full payment has been made.

ARTICLE 10 - GDPR COMPLIANCE CLAUSE

The Parties undertake to comply with all applicable French and European regulations relating to the protection of personal data, in particular Regulation (EU) 2016/679 (GDPR). In the context of the performance of the Agreement, the Client acts as data controller and FUTURLOG acts as data processor with respect to the Recipients' personal data processed on behalf of the Client. In this capacity, FUTURLOG undertakes to:

- process personal data solely for the strict purposes of performing the Agreement and on the documented instructions of the Client;
- ensure the confidentiality of the personal data processed and restrict access to authorized personnel who need to know such data for the performance of the Agreement;
- implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- ensure that any subsequent sub-processors are bound by data protection obligations equivalent to those set out herein;
- notify the Client, as soon as reasonably possible after becoming aware, of any personal data breach likely to affect the processing carried out on its behalf;
- reasonably assist the Client, where possible, in fulfilling its legal obligations relating to personal data protection.

Upon termination or expiry of the Agreement, FUTURLOG shall, at the Client's choice and subject to any legal retention obligations, delete or return the personal data processed on behalf of the Client.

ARTICLE 11 - CONFIDENTIALITY

11.1 - Each Party agrees to keep strictly confidential all information received from the other Party, except for information already public or disclosed by the concerned Party.

No confidential information may be disclosed to any third party, except to employees or agents who need to know such information to perform the Contract.

Each Party also agrees to use the other Party's Confidential Information solely to exercise its rights and fulfill its obligations under the Contract.

Upon termination of the Contract, each Party shall return to the other, upon request, all documents, plans, and informational materials received in connection with the Contract.

These confidentiality obligations will remain in force for the entire duration of the Contract and for a period of two (2) years following its termination.

11.2 Notwithstanding the above, the Client authorizes FUTURLOG to include its name, brand, logo, products, and a general description of the services provided (e.g., "logistics and/or transport management services") in FUTURLOG's marketing materials, proposals, social media, and website – solely for the purpose of identifying the Client as a FUTURLOG client, without disclosing any other confidential information.

To that end, the Client agrees to participate in testimonials or interviews. Conversely, FUTURLOG authorizes the Client to mention its name and logo on the Client's website.

ARTICLE 12 - GOVERNING LAW AND JURISDICTION

12.1 - This Contract and any related Contract shall be governed exclusively by French law.

12.2 - Any dispute, controversy, or claim relating to the interpretation or performance of the Contract shall fall under the exclusive jurisdiction of the courts located at FUTURLOG's registered office.

ARTICLE 13 - MISCELLANEOUS

13.1 - **Waiver:** The fact that a Party does not invoke a provision of the Contract or its breach at a given time shall not be considered a waiver of the right to invoke that provision or breach at a later time.

13.2 - **Severability:** If any provision of the Contract is found to be null or unenforceable, the remaining provisions shall remain fully effective. The invalid provision shall be replaced, where possible, with one that produces an equivalent legal and economic effect.

13.3 - **Relationship Between the Parties:** Nothing in the Contract shall be construed as creating a joint venture, partnership, or employer/employee, agent, or other fiduciary relationship between the Parties. Each Party shall act solely in its own name and on its own behalf.

13.4 - **Assignment:** Neither Party may assign its rights and/or obligations under this Contract to a third party without notifying the other Party, which may object on legitimate grounds.

13.5 - **Subcontracting:** FUTURLOG may subcontract all or part of its obligations to any third party of its choosing. FUTURLOG remains fully responsible for the proper execution of subcontracted obligations, within the liability limits set in Article 8 of these GTCS.

13.6 - **Insolvency of FUTURLOG:** on the event of insolvency proceedings involving FUTURLOG, the Client's Products stored or in process within FUTURLOG's facilities shall not be included in FUTURLOG's asset.

ARTICLE 14 - AMENDMENTS TO THE CONTRACT

14.1 - Any addendum, amendment, supplement, or modification to any provision of the Contract shall be binding only if made in writing and signed by a duly authorized representative of each Party...

14.2 - Notwithstanding the foregoing, FUTURLOG may update or amend the Contract – including these GTCS – without the Client's prior written consent, provided such changes (i) are not material and relate only to technical and/or operational matters without significant impact on the Services; and/or (ii) are made to reflect changes in applicable laws, regulations, or industry codes of conduct.

FUTURLOG will promptly share the updated GTCS with the Client.