

GENERAL TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale described below detail the rights and obligations between, on the one hand, the Company " **PUKKA MANIA SARL** ", referred to here as the Company, selling the services defined below, and on the other hand, "**You**", referred to here as the Client, purchasing one or more of these services through a contract as defined in Article 2 hereof.

Article 1. Object

The services offered by the Company are as follows:

- Manufacture and delivery of personalised corporate gifts,
- Tailoring and delivery of personalized promotional gadgets,
- Purchase and delivery of souvenir gifts for various events,
- Advice, purchase and delivery of authentic fashion items.

Article 2. Contract

The proforma invoice supplemented by these general terms and conditions of sale constitutes a proposal for a contract for which the Client, or any agent for himself, expressly declares that he has the power, authority and capacity necessary for its conclusion and the performance of the obligation's incumbent on him.

This contract proposal is valid for 30 (thirty) days from the date it is sent to the customer. After this period, the rates appearing therein are subject to change and a new quote will be drawn up by the company.

The contract is formed and both parties are bound upon receipt by the Company of the proforma invoice duly dated and signed by the client, bearing the words "Good for agreement" and a copy of these terms and conditions duly initialled and bearing the words "Read and approved".

The proforma invoice is inseparable from the general terms and conditions of sale. The acceptance of this proforma invoice implies that the customer fully and unreservedly adheres to the general terms and conditions of sale.

Article 3. Placing an order

Orders for the making of personalized corporate gifts and promotional gadgets appearing in the Company's catalog must be placed at least 60 days before the desired delivery date.

Orders for the purchase of souvenir gifts and fashion items must be placed 45 days before the desired delivery date.

Article 4. Payment

Cf Facture Proforma.

Article 5. Terms of payment

Payment for services is made in CFA FRANCS, in cash, by bank transfer or by cheque payable to "PUKKA MANIA SARL".

Unless otherwise agreed between the two parties and stipulated on the proforma invoice, the payment of the services is staggered as follows:

- Tailoring and delivery of corporate gifts or personalised gadgets:
 - A provision of 40% of the total amount of the invoice, to be paid at the signing of the contract.
 - Balance of 60% of the total amount due upon delivery of the order.
- Purchase and delivery of souvenir gifts for various events:
 - A provision of 40% of the total amount of the invoice, to be paid at the signing of the contract.
 - Balance of 60% of the total amount due upon delivery of the order.
- Advice, purchase and delivery of authentic fashion items.
 - A provision of 60% of the amount of the proforma invoice, to be paid at the signing of the contract.
 - 40% of the total amount due upon delivery of the order.

Article 6. Payment terms

Invoices are payable in cash upon receipt of the invoice by the Customer.

Article 7. Order Modification and Cancellation

- Tailoring corporate gifts and personalized promotional gadgets:

The Client has 15 days from the date of signature of the contract to make changes to the order. Any cancellation by the Client, regardless of the cause, excluding causes resulting from force majeure, immediately releases the Company from all obligations towards the Client, who will not be able to claim reimbursement of the sums already paid. These are retained by the Company as an irreducible contractual indemnity for the termination of the contract.

- Purchase of souvenir gifts for various events:

The Client has 15 days from the date of signature of the contract to make changes to the order. In the event of cancellation of the order, a fee of 15% of the value of the provision received will apply. These are kept by the Company as a contractual indemnity for the termination of the contract. The Company must make the refund within 10 working days of the remainder of the provision reçue.

- Advice and purchase of authentic fashion items:

The Client has 7 days from the date of signature of the quotation to make changes to the order. In the event of cancellation of the order, a fee of 10% of the value of the provision collected will apply. These are kept by the Company as a contractual indemnity for the termination of the contract. The Company must reimburse the remainder of the provision received within 10 business days.

Article 8. Late Penalties - Damages

In the event of total or partial non-payment of the invoiced services, the Client must pay the Company a late payment penalty of 10%.

The penalty is calculated on the amount of the outstanding amount before tax, and runs from the due date mentioned on the invoice.

This non-payment may entitle the Company to the award of damages.

All costs that the Company is required to bear in respect of the recovery of outstanding debts are the responsibility of the client.

Article 9. Discount conditions

No discount is granted in case of advance payment.

Article 10. Termination clause

If, within 15 working days of a reminder by registered letter with acknowledgement of receipt - equivalent to a formal notice - for late payment with or without late payment penalties, the Client has not paid the remaining sums due, the sale is automatically cancelled, and the Company is immediately released from all obligations towards the Client. The time limit runs from the first presentation of the registered letter.

Article 11. Conduct of the assignment – Obligations of the company

The Company, after discussing with the Client on his needs, will propose a personalized quote including the choice of services and a description of the items ordered.

The contract consists of a commitment to make a reasonable attempt, which may not under any circumstances be interpreted as a guarantee of a result written or assumed as such.

The service will begin on the day the contract is signed and will end with the delivery of the order.

The Company will provide a digital sample to the Client for validation prior to the full execution of the order.

The Company is obliged to inform the client as soon as possible in the event of the occurrence of a force

majeure event preventing it from performing all or part of its contractual obligations.

Article 12. Client Obligations

The Client is obliged to provide the Company with the high resolution of the logo and any brand guidelines (colors, fonts, placement rules).

The Client is obliged to pay the fees as specified in Article 5 hereof.

The Client is obliged to inform the company as soon as possible in the event of the occurrence of a force majeure event preventing it from performing all or part of its contractual obligations.

Article 13. Responsibilities

The liability of each of the parties is limited to the commitments entered by it under the terms of the contract; consequently, the Company cannot be held liable in the event of direct or indirect damage related to the intervention outside the contract.

Neither party may be held liable for non-performance or delay in the performance of one of its obligations described in these general terms and conditions of sale if the non-performance or delay is the result of a fortuitous event or force majeure as defined in Article 15 hereof.

The information contained on the Company's website, as well as its communication media, has no contractual value. The Company cannot be held liable for its services accessible via the Internet and has no control whatsoever over the nature or characteristics of the data that may pass through its server centre.

Article 14. Privacy and Intellectual Property

The Company will maintain the confidentiality of all Customer information and will not disclose it to third parties without the Customer's consent.

The Company may use the Customer's information for internal purposes such as order processing and customer service.

All intellectual property rights related to the products and services provided by the Company remain the property of the Company.

Article 15. Force Majeure / Unforeseeable Event

A case of force majeure or a fortuitous event is any external, unforeseeable and irresistible event, beyond the control of the Company and hindering the performance of the services sold, and by way of

example acts of public authority, hostilities, wars, natural disasters, fires, floods, the blocking of telecommunications, etc. (non-exhaustive list).

Article 15. Jurisdiction/Applicable Law

For all disputes relating to sales made by the Company and with a view to the application or interpretation of these general terms and conditions of sale, and in the absence of amicable resolution within thirty (30) days, only the GICAM Arbitration Committee (CAG) will be competent. Cameroonian law alone is applicable.

Article 16. Publication / Advertising

The Company may mention the Customer, share with the public the various products manufactured and fashion items purchased for the Customer on its website and all its communication media.

The Client declares that it has been informed of the provisions of this article and has the right to refuse any publication of its name and logo by marking "Read and approved, refusal of publication" on the copy hereof included in the contract as defined in article 2.