

## **GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTS**

These general terms and conditions of purchase apply to all purchases of products by Decathlon not intended for resale.

### **ARTICLE 1 - DEFINITIONS**

**GTC:** Refers to these general terms and conditions of purchase for products.

**Decathlon:** Refers in these GTC to Decathlon Belgium NV, with its registered office at 1140 Evere (Belgium), Jules Bordetlaan 1, registered with the Crossroads Bank for Enterprises under number 0449.296.278.

**Agreement:** Refers to an offer from the Partner accepted by Decathlon, these GTC (possibly supplemented by special conditions), and Decathlon's Code of Conduct and compliance clause.

**Offer:** All offers submitted by the Partner for the delivery of a Product.

**Partner:** Refers to the professional partner, being a natural person acting in a professional capacity or a legal entity acting within the framework of its professional activity.

**Partij of Partijen:** Refers to the Partner and/or DECATHLON.

**Product(s):** Refers to the Product(s) that Decathlon purchases from the Partner and to which these GTC apply.

### **ARTICLE 2 – SCOPE OF APPLICATION**

#### **2.1. Acceptance by the Partner**

By accepting an order from Decathlon, the Partner (i) expressly waives the application of their own general terms and conditions of purchase or sale, (ii) acknowledges having read Decathlon's GTC, and (iii) confirms having accepted them unconditionally and in full. Any reference by the Partner to their own general terms and conditions does not mean that the Partner's general terms and conditions have been accepted by Decathlon, even if Decathlon has not expressly rejected their application.

Deviations from these GTC are only possible with the express agreement of Decathlon.

#### **2.2. Changes**

The GTC may be changed by Decathlon at any time and without prior notice. However, unless there is prior notification of these changes, current agreements will remain subject to the GTC that were applicable at the time the sale was concluded.

#### **2.3. Access to the GTC**

The GTC will be communicated to the Partner upon first request and when an order is sent by Decathlon or when a placed order is confirmed. These GTC can also be found on our website [www.decathlon.be](http://www.decathlon.be).

### **ARTICLE 3 - OFFERS AND ORDERS**

3.1. The Partner shall describe and present their Products as accurately as possible.

3.2. The Offer from the Partner is valid for a period of at least 30 calendar days from the delivery of the Offer to Decathlon.

3.3. The Agreement is concluded as soon as the Offer has been accepted in writing by Decathlon or as soon as the Partner has accepted Decathlon's purchase order.

3.4. The price stated in the accepted Offer or placed order is fixed. Unless expressly agreed otherwise in writing, this price includes all costs for the purchase of the Product, including but not limited to packaging, transport, insurance, and all applicable taxes, levies, and duties.

3.5. Price increases are not permitted after the order has been placed or the Offer has been accepted, unless agreed otherwise in writing and justified by unforeseen circumstances that are beyond the control of the Partner and that occurred after the time of the conclusion of the contract and about which the Partner immediately informed Decathlon.

3.6. Unless otherwise agreed in writing, Decathlon is never obliged to a minimum purchase from the Partner, and there is no turnover guarantee or exclusivity for the Partner.

### **ARTICLE 4 - PRICES AND PAYMENT TERMS**

4.1. Prices are expressed in euros.

4.2. All invoices, credit notes, and other payment documents sent to Decathlon Belgium NV must contain the following information and be submitted through the correct channels: (i) the Cost Center Number and Name and (ii) the Order Number (GCxxxx). Documents in PDF format must be sent with a single attachment per email to [belgium.invoices@decathlon.com](mailto:belgium.invoices@decathlon.com), with the subject line formatted as "[Supplier Name] - [Invoice Number]". Original paper invoices must be sent to Avenue Jules Bordet 1, 1140 Evere, Belgium. For all inquiries regarding invoicing or payments, please contact [comptabilite.be@decathlon.com](mailto:comptabilite.be@decathlon.com).

4.3. The invoice must state at least the legally required information, including the following: Decathlon's name, address, and VAT number, a description of the Products delivered, the purchase order number/PO number, the period and place of delivery, and the Partner's name, address, VAT number, and bank account number. If any of this information is missing from the invoice or if the legal requirements change, one Party may request an amended invoice from the other Party free of charge. As long as the requirements of this Article 4.3 are not met, Decathlon will not process the invoice and will suspend payment.

4.4. Unless expressly agreed otherwise between the parties, a payment term of 60 calendar days from the day of receipt of the invoice applies.

4.5. In the event of late payment, the Partner will first send Decathlon a written reminder, giving Decathlon the opportunity to pay within a reasonable period. If payment is not made after this prior notification of the late payment to Decathlon and Decathlon has not (partially) disputed the invoice, the invoiced amount may be increased with interest at the applicable interest rate as determined in Article 5 of the Act on combating late payment in commercial transactions of 2 August 2002, calculated from the expiry of the payment term.

## **ARTICLE 5- TERM AND TERMINATION**

5.1. The Agreement is concluded as soon as the Offer has been accepted in writing by Decathlon or as soon as the Partner has accepted Decathlon's purchase order, and unless otherwise agreed in writing, it is only valid for the duration of the purchase of the Product.

5.2. Termination by a Party - If a Party fails to comply with one of the obligations in this Agreement and fails to remedy this breach within 15 days of receiving a written notice of default from the other Party, the other Party may unilaterally terminate the Agreement without the intervention of a court and without further notice or payment of compensation for termination.

5.3. If one of the Parties:

- applies for bankruptcy, is declared bankrupt, goes into liquidation (either compulsory or voluntary) or reaches a settlement or voluntary arrangement with its creditors or has a liquidator, administrator, manager or other charges appointed for all or part of its assets or takes or undergoes similar action as a result of debts or is unable to pay its debts when they fall due; or
- sells or intends to sell, assign or suspend its business or that part of its business relating to the activities to be performed under this Agreement; or
- its shareholders transfer the legal or economic ownership of the majority of the shares.

Then this Party will immediately notify the other Party in writing of these actions or events. In that case, the other Party may immediately terminate the Agreement by

registered letter, without any obligation to pay compensation for such termination.

5.4. Any provision of this Agreement that is intended to remain in effect after the termination of the Agreement will remain in effect after the end of the Agreement. These obligations include, but are not limited to, Article 9 (liability), Article 11 (Confidentiality), Article 12 (Intellectual property rights), Article 14 (GDPR), and Article 16 (Applicable law).

## **ARTICLE 6 - DELIVERY**

6.1. The delivery times are indicated in the Partner's Offer or upon acceptance of the order by the Partner. As soon as the Partner knows or expects that the Products cannot be delivered on time, the Partner will notify Decathlon thereof without delay.

Unless the Parties have agreed otherwise in writing, a late delivery or the material impossibility of performing the delivery gives Decathlon a right to compensation, a right to refuse to accept the delivery, or a right to dissolve the agreement.

6.2. In the event of force majeure (as defined in Article 13) and other unforeseeable and exceptional circumstances and circumstances beyond the Party's control, such as the disruption of activities due to fire, water damage, and similar circumstances, the interruption of production facilities and machinery, the expiration of the delivery period or the interruption of delivery by our suppliers, as well as the interruption of activity due to a shortage of raw materials, energy, or manpower, strikes, blockades, problems in obtaining means of transport, traffic jams, and government interventions, that Party has the right to suspend the delivery for the duration of this impediment for a reasonable period. If the delivery or the service is thus delayed by more than 14 calendar days, each Party has the right to terminate the agreement in writing to the extent of the quantities to which the delivery interruption relates, without the Party being liable for any compensation.

## **ARTICLE 7 - TRANSFER OF RISK AND OWNERSHIP AND TRANSPORT COSTS**

7.1. Ownership of the Products transfers to Decathlon at the time of delivery of the Products to the designated location.

7.2. Unless otherwise agreed in writing, delivery and thus the transfer of risk takes place at the chosen place of delivery. Transport is always at the Partner's risk, regardless of who carries out the transport and regardless of whose name the transport is carried out in.

## **ARTICLE 8 - DEFECTS AND WARRANTY OF THE PRODUCTS**

### **8.1. Defects**

Apparent/visible defects (that can be discovered without thorough inspection), incorrect deliveries, and quantity

discrepancies must be reported to the Partner in writing within 8 business days, with a detailed description of the problem.

Hidden defects must be reported to the Partner in writing within a reasonable time after discovery, including a detailed description of the alleged hidden defect.

If the Products supplied by the Partner have a defect, the Partner may, at their discretion, repair the defective Products or supply Products without defects (new delivery). If the Partner is not ready or able to perform a new delivery, and more specifically if the performance to be delivered by the Partner is delayed for a period of thirty (30) business days, or if the repair/new delivery fails for other reasons, Decathlon has the right to terminate the agreement in writing and without cost to Decathlon.

## **8.2. Warranties**

8.2.1. The Partner guarantees that they have sufficiently familiarized themselves with Decathlon's objectives regarding the Products, Decathlon's relevant organization, and the processes in and in connection with which the Products are used. Decathlon has provided the Partner with sufficient information for this purpose.

8.2.2. The Partner guarantees that the delivered Product conforms to the Agreement, is free of defects, and is suitable for the purpose for which the Product is intended. The Product does not conform to the Agreement if the Product, also in view of the nature of the goods and the statements the Partner has made about them, does not possess the properties that Decathlon could expect on the basis of the Agreement.

8.2.3. The Partner guarantees that the Product is in any case: (a) of good quality and at least meets the usual requirements of soundness, efficiency, finish, and all legal requirements and usual industry regulations concerning quality, safety, health, and environment; (b) has a CE mark; (c) is provided with a proper manual or other user instructions; (d) does not contain any substances and/or preparations prohibited by or pursuant to the law; and (e) is free of defects.

## **ARTICLE 9 - LIABILITY AND INSURANCE**

9.1. Each Party is liable for the damage suffered by the other Party or a third party because a Party fails to properly or fully comply with its obligations under the Agreement.

9.2. If the Partner uses items that are the property of Decathlon during the performance of the Agreement, the Partner is liable for their loss or theft and for the damage caused to these items.

9.3. The Partner indemnifies Decathlon against all claims from third parties regarding defective Products within the meaning of product liability provisions of the Civil Code.

9.4. The Partner indemnifies Decathlon against claims from third parties for compensation of damage or otherwise by or in connection with the performance of the Agreement.

9.5. The Partner indemnifies Decathlon against all costs and damages related to a product recall (including all investigation and execution costs). In the event of a product recall, the Partner is obliged to take back the Products in question at its own expense, including transport, and the Partner will reimburse the price paid for these Products to Decathlon without discount.

9.6. The Partner indemnifies Decathlon against claims, taxes, premiums, and additional assessments as a result of chain liability, including the failure to comply with any obligation of the Partner or the third parties engaged by the Partner towards the tax authorities or social security institutions.

9.7. Each Party ensures that it has taken out sufficient insurance(s) to cover its liability. Upon request by one Party, the other Party will provide a copy of the applicable insurance certificates.

## **ARTICLE 10 - RETURN OF PRODUCTS**

The Partner agrees to take back delivered Products that are not defective and to issue a credit note for them if it turns out that the Products cannot be used for the intended purpose. Decathlon will notify the Partner of this no later than 14 calendar days after receipt of the Products.

## **ARTICLE 11 - CONFIDENTIALITY**

Unless the Parties have entered into a Non-Disclosure Agreement (NDA) regarding the Service to be provided, Article 9 of these GTC will apply to the Agreement.

Each Party (the "Receiving Party") agrees that at all times, during the term of this Agreement and for 5 years thereafter, it will treat as confidential and keep secret all business, operational, financial, organizational, and commercial information or other information that is marked as "confidential" or with another confidentiality marking or that the Receiving Party should reasonably have known was confidential (the "Information") obtained from the other Party (the "Disclosing Party") and/or an affiliated company of that Party under this Agreement.

The obligation of confidentiality is subject to the following exceptions:

- (i) that part of the Information that, without any fault of a Party, is already part of the public domain; or
- (ii) information that the Receiving Party already lawfully possessed; or

(iii) information that the Receiving Party has independently developed from the Information obtained.

In such a case, it will be up to the Receiving Party to provide proof of the applicability of one of the exceptions under (i), (ii), and/or (iii).

The Receiving Party will not, without the prior written consent of the Disclosing Party, disclose any of the Information to any person other than the Receiving Party's own employees/subcontractors who need the Information on a need-to-know basis to fulfill their obligations under the Agreement. The need for this information to perform the Agreement will be interpreted on a strict basis.

Each Party has the right to disclose or otherwise make available Information it has received from another Party under this Agreement to one of its affiliated companies, provided that these affiliated companies do so on a need-to-know basis and provided that these affiliated companies are bound by confidentiality conditions that are as strict as this Article. An affiliated company is a legal entity that (a) is directly or indirectly controlled by a Party, (b) directly or indirectly controls a Party, or (c) is under the common control of a third party together with a Party.

## **ARTICLE 12 - INTELLECTUAL PROPERTY**

12.1. By purchasing a Product, the ownership (and the associated intellectual property) is fully transferred to Decathlon. The Partner guarantees that Decathlon can use the Products delivered to Decathlon under the Agreement without hindrance.

12.2. The Partner may only use the brands and logos that are the property of the Decathlon Group or Decathlon with prior approval from Decathlon. The Partner acknowledges that the unauthorized use of these distinctive signs or brand names constitutes an infringement of the intellectual property of the Decathlon Group and/or Decathlon Belgium for which damages can be claimed.

## **ARTICLE 13- FORCE MAJEURE**

If a case of force majeure is established, the Parties agree to consult each other to continue the performance of the Agreement in the best possible way or to temporarily suspend its performance by means of an amendment.

Cases of force majeure are considered to be: unforeseen, unavoidable, and external events beyond the will of the Parties, which are permitted and recognized as such by case law, and which make the performance of this Agreement impossible.

Any Party that wishes to invoke force majeure will inform the other Party in writing as soon as possible and

no later than 5 days after the occurrence of the force majeure situation.

In the event that the force majeure lasts longer than 3 months, each Party will have the option to terminate the Agreement without being liable for additional compensation.

## **ARTICLE 14 - MANAGEMENT OF PERSONAL DATA**

Decathlon acts as the data controller for the processing of personal data that it stores and processes for the performance of this agreement.

This personal data is processed and shared exclusively with Decathlon's internal services and with authorized service providers acting within the framework of the agreement concluded between Decathlon and the Partner. They are stored for as long as necessary for the proper performance of the agreement, in compliance with legal retention periods.

Decathlon applies appropriate technical and organizational security measures and, where and if necessary for all applicable data processing, concludes a DPA (data processing agreement) or, if applicable, a C2C (controller to controller) DPA in advance.

## **ARTICLE 15 - COMPLIANCE**

15.1. Compliance

15.1.1. Definitions

- "Anti-Corruption Legislation" means Dutch, French, and international anti-corruption legislation, including the French Criminal Code, Law No. 2016-1691 of December 9, 2016 on transparency, anti-corruption and the modernization of economic life, known as the Sapin II Law, the Foreign Corrupt Practices Act in the US, the UK Bribery Act, and any other law, regulation, rule, or legally binding measure (in connection with the prevention and suppression of bribery, influence peddling, fraud, or any other related or equivalent activity) with similar effects, as amended from time to time, to which the Parties are or may be subject.

- "Sanctioned Person" means (i) any person on any of the lists of persons subject to sanctions maintained by France, the European Union, the United Nations, the United States, the United Kingdom, or any other legal standard to which Decathlon or [name of other party] may be subject, including but not limited to: National register of frozen assets, the Consolidated list of persons, groups, and entities subject to financial sanctions of the European Union, the Consolidated Sanctions List of the United Nations Security Council, the

Specially Designated Nationals and Blocked Persons List of the US; and (ii) any Person who is "owned" or controlled by, or acts on behalf of or at the direction of, a Person on any of the foregoing lists, as amended from time to time.

- "Trade Restriction Legislation" means all applicable (i) economic, financial, trade sanctions and restrictive and embargo measures, and (ii) applicable import and export control laws and regulations, as amended from time to time, of France (including the Ministry of Finance), the European Union, the United Nations, the United States, the United Kingdom (including the Ministry of Finance), or any other legislation to which Decathlon or Partner may be subject.

- "Compliance Clause" refers to this clause.

#### 15.1.2. Obligations

##### 15.1.2.1. Compliance with applicable legislation and Decathlon standards

The Partner declares and guarantees that, during the term of the Agreement, it complies and will continue to comply with all applicable national and international rules on ethical and responsible conduct, including, but not limited to: applicable laws and regulations on safety, health and environment, taxes, and competition.

In the performance of the Offer, Purchase Order, and/or Agreement, the Partner will comply with the latest version of Decathlon's Code of Conduct, which is sent to the Partner and attached to the Agreement. The Partner will ensure that its suppliers also comply with Decathlon's Code of Conduct.

##### 15.1.2.2. Anti-corruption obligations

Throughout the term of the Agreement, the Partner agrees to comply with the Anti-Corruption Legislation.

The contractor, its affiliated companies, directors, officers, employees, agents, service providers, contractors, and any person acting on their behalf or with their consent, will not give, offer to give, request, or accept any advantage from any person, directly or indirectly, with the aim of improperly influencing the actions or decisions of a person or entity in connection with the Agreement, including, but not limited to, its implementation, execution, or termination. During the entire term of the Agreement, the Partner undertakes to respond in good faith and within a reasonable period to

requests for information and questionnaires that Decathlon sends within the framework of the third-party evaluation system.

##### 15.1.2.3. Obligations under trade restriction legislation

Throughout the term of the Agreement, the Partner declares and guarantees that its directors, officers, employees, and shareholders are not Sanctioned Persons.

Throughout the term of the Agreement, the Partner agrees to (i) comply with the Trade Restriction Legislation; (ii) refrain from any act or omission that may cause Decathlon to violate the Trade Restriction Legislation or be subject to restrictions or sanctions, or suffer adverse consequences, in connection with the Trade Restriction Legislation or be designated as a Sanctioned Person.

#### 15.2. Consequences of violations of the Compliance Clause

##### 15.2.1. Information obligations

Throughout the term of the Agreement, the Partner will immediately notify Decathlon of (i) any violation of the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause in connection with this cooperation agreement and (ii) any related claim, investigation, or proceeding brought against it.

##### 15.2.2. Remedial order

If Decathlon is informed by the Partner or in any other way of a risk of a violation or a violation of the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause, the Partner undertakes to provide Decathlon, upon first request, with all additional information that Decathlon considers useful to request in order to analyze the nature and seriousness of the risk of a violation or the violation that has occurred. When Decathlon deems it useful, the Partner undertakes to take corrective measures, the content and deadlines of which are adapted to the identified violation or the identified risk of a violation.

##### 15.2.3. Right of suspension

The obligations under the Compliance Clause are essential for Decathlon. Accordingly, and without prejudice to all other rights or remedies that Decathlon may have under the Compliance Clause or the law (including, where appropriate, the implementation of

remedial measures and the right to compensation for breach of contract), Decathlon reserves the right to cancel any order and/or suspend the Agreement and any other business relationship between the Parties if Decathlon is of the good-faith opinion that the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause is being or has been materially violated by the Partner, provided that Decathlon has notified the Partner in writing of the intention to suspend and the reason for it.

#### 15.2.4. Right of termination

The obligations under the Compliance Clause are essential for Decathlon. Accordingly, and without prejudice to all other rights or remedies that Decathlon may have under the Compliance Clause or the law (including, where appropriate, the implementation of remedial measures and the right to compensation for breach of contract), Decathlon has the right to terminate the Agreement and any other business relationship between the Parties if Decathlon is of the good-faith opinion that the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause has been materially violated by the Partner, provided that Decathlon has notified the Partner in writing of the intention to terminate the Agreement and the reason for it.

#### 15.2.5. Indemnification

The Partner undertakes to indemnify and hold Decathlon harmless from and against all claims, demands, losses, fines, costs, and expenses directly or indirectly related to any violation of the Anti-Corruption Legislation, the trade restriction legislation, or the Compliance Clause.

### **ARTICLE 16. AUDIT**

16.1. During the term of the Agreement and for up to two (2) years after its termination, Decathlon is entitled to have an audit performed, a maximum of once a year, by an internal or external auditor regarding the Partner's compliance with the obligations under the Agreement. The Partner will cooperate fully with such an audit. This includes, but is not limited to, granting timely access to books, documents, and other data carriers and providing all data and information for the audit, as well as granting Decathlon or a third party engaged by Decathlon access to the places where the work is performed.

16.2. The audit will be announced in writing and in a timely manner and will take place in a way that interferes

as little as possible with the Partner's business operations. During the audit, Decathlon and/or a third party engaged by Decathlon will adhere to the Partner's internal (house) rules.

16.3. Unless the auditor finds irregularities, the costs of engaging the auditor(s) will be borne by Decathlon. The Partner is responsible for its own costs resulting from the audit.

### **ARTICLE 17 - APPLICABLE LAW AND COMPETENT COURT**

The Agreement is governed by and construed in accordance with Belgian law. The application of the Vienna Sales Convention is excluded.

The Agreement is primarily based on good faith and the will of the Parties who undertake to settle disputes amicably.

Any disputes arising from or related to the Agreement or further agreements resulting from it will be submitted exclusively to the competent Dutch-speaking court of Brussels.

### **ARTICLE 18 - NOTIFICATION**

Any notice or other formal communication made under the Agreement will be in writing and may be delivered in person or sent by regular mail or electronic mail to the contact details stated on the Offer or purchase order.

### **ARTICLE 19 - FINAL PROVISIONS**

19.1. Each Party declares and guarantees that, during the entire term of this Agreement, it complies and will continue to comply with all applicable national and international rules on ethical and responsible conduct, including, but not limited to: applicable laws and regulations on health and safety, environment, taxes, and competition.

19.2. Both Parties, their affiliates, directors, officers, agents, service providers, contractors, and any person acting on their behalf or with their consent, will not give, offer, ask for, or accept any benefit from any person, directly or indirectly, with the aim of improperly influencing the actions or decisions of any person or entity in connection with this Agreement, including, but not limited to, its execution, performance, or termination.

The Partner declares to have taken note of the Code of Conduct for commercial partners of DECATHLON and undertakes to comply with it.

19.3. In the event that a clause of the GTC proves to be null and void or unenforceable, the validity of all other

clauses of the Agreement will not be affected and will remain in full force and effect. The Parties will make all reasonable efforts to replace the invalid or unenforceable provision with a valid provision whose effect approximates the intended effect of the invalid or unenforceable provision as closely as possible.

19.4. The Parties agree that a digital signature is considered to have the same legal validity and evidential value as a handwritten signature, provided that it meets the requirements of the applicable legislation on electronic signatures (including, but not limited to, the eIDAS Regulation (EU) No. 910/2014, if applicable). The Parties agree that this Agreement can be signed digitally.

19.5. The fact that Decathlon or the Partner waives the application of any provision of the GTC, on a permanent or temporary basis, can in no case be regarded as a definitive nullity of the provision in question.