#### **GENERAL TERMS AND CONDITIONS OF SALE**

#### Applicable from 01/10/2024.

These general terms and conditions of sale (the "GTCS") are entered into on the one hand by ORECA SAS, a company registered in the Toulon Trade and Companies Register under number 302 045 794, whose registered office is located at Parc d'activité du plateau de Signes, 83870 Signes ("ORECA") and on the other hand by any individual or legal entity making a purchase via the website <a href="https://www.mustangchallengelemans.com/">https://www.mustangchallengelemans.com/</a> the "Site"), or any other available means (the "Customer"). The Customer declares that he/she is of legal age or has parental authorisation and that he/she has the legal capacity to enter into a contract, enabling him/her to place an order on the Site or by any other available means.

For any questions relating to an order, the customer relations centre (the "Customer Service") may be contacted:

- By e-mail at packagesford2025@oreca.fr

The parties agree that their relations shall be governed exclusively by the GTCS, in force on the Site on the date of validation of the order for leisure services available on the Site and for the duration necessary for the provision of the leisure services, until the extinction of the obligations owed by ORECA. ORECA reserves the right to modify these GTCS at any time by publishing a new version on the Site. Any reference in capital letters to the singular includes the plural and vice versa. The GTCS shall prevail over any other conditions such as the Customer's GTCS.

### I. ORDER

1.1 The order validation implies acceptance, without restriction or reservation, of the General Terms and Conditions of Sale, which the Customer declares to have read before validating the order. 1.2 Once payment has been made, the Customer will receive an electronic acknowledgement of receipt confirming the order. 1.3 In accordance with article L121-11 of the French Consumer Code, ORECA undertakes to honour orders only within the limits of available stocks. If a service is unavailable, ORECA undertakes to inform the Customer. However, ORECA reserves the right to refuse the order if it is abnormal, placed in bad faith or for any other reason it deems legitimate, in particular in the event of a dispute with the Customer concerning the payment of a previous order. All reservations will give rise either to the sending of an electronic ticket by e-mail or to the handing over of a ticket at the event.

### **II. FINANCIAL CONDITIONS**

2.1 The price of the products corresponds to the price list in force at the time the order is validated. The period of validity of offers and prices is determined by the updating of the Site. 2.2 Prices are subject to change without notice and ORECA shall not be held liable in particular in the event of a change in the VAT rate or in the event of an obvious error in the price, the product or the discount. 2.3 Prices are expressed in euros taxes included ("VAT"), French VAT, excluding shipping costs and custom fees ("Ex Works"). The telecommunication costs inherent to the access of the Website remain the exclusive responsibility of the Customer.

## **III. PRODUCT MODIFICATIONS**

3.1 The technical and photographic specifications given in our sales documentation and on the Site are provided for information purposes only and therefore have no contractual value. They are subject to change without notice. 3.2 The deletion or modification, by ORECA' suppliers, of products that have been the subject of a registered order, authorises ORECA to cancel the current order unless the Customer agrees to modify it, to which the Customer agrees.

# IV. PAYMENT AND DEADLINES

4.1 Services are payable in cash when the order is placed. 4.2 The methods of payment accepted are by crédit card (Carte Bleue, Visa, EuroCard/MasterCard networks), Paypal, Google pay, Apple pay. 4.3 The transaction is immediately debited from the Customer's bank card after verification of the Customer's details, on receipt of debit authorisation from the company issuing the bank card used by the Customer. 4.4 In accordance with article L132-2 of the French Monetary and Financial Code, the commitment to pay, given by means of a payment card, is irrevocable. By communicating his/her bank card details, the Customer authorises ORECA to debit his/her bank card for the amount corresponding to his/her order. To this end, the Customer confirms that he/she is the holder of the bank card to be debited and that the name appearing on the bank card is indeed his/her own. The Customer shall provide the sixteen digits and expiry date of his/her credit card and, where applicable, the visual cryptogram numbers. ORECA makes every effort to ensure the confidentiality and security of the data transmitted on the Site. Only French bank cards covering the duration of the financing (excluding Maestro, Electron and American Express) are accepted. 4.5 The order is validated after payment. In the event that payment is impossible, the sale will be immediately terminated by operation of law and the order will be cancelled. 4.6 Any sum paid by the Customer at the time of ordering is considered as a deposit by the parties. 4.7 In the event of late payment by a professional Customer, late payment interest will be charged on the basis of a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 (ten) percentage points, as well as a fixed indemnity for collection costs of 40 (forty) euros per invoice not paid by the due date.

# V. NO RIGHT OF WITHDRAWAL

In accordance with the terms of article L221-28 12° of the French Consumer Code, we hereby inform you that you may not exercise the right of withdrawal when making a distance booking for "accommodation services other than residential accommodation, goods transport services, car hire, catering or leisure activities which must be provided on a specific date or at a specific time". Consequently, you cannot benefit from the right of withdrawal for services offered under these GTCS.

# VI. INTELLECTUAL PROPERTY

All trademarks, whether figurative or not, and more generally all other trademarks, illustrations, images and logos appearing on the products sold, their accessories and their packaging, whether registered or not, are and shall remain the property of their owner. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for any reason and on any medium whatsoever, without the express

prior agreement of their owner, is strictly prohibited. The same applies to any combination or conjunction with any other trademark, symbol, logotype or, more generally, any distinctive sign intended to form a composite logo. The same applies to any copyright, design, model or patent that is the property of its owner.

### VII. PERSONAL DATA

7.1 As co-responsible for processing personal data, ORECA and FORD may collect personal data. In accordance with the French Data Protection Act of 6 January 1978 and Regulation (EU) No. 2016/679, the Customer has the right to access, rectify and object to personal data concerning him or her, which may be exercised by sending a request to that end to the dpeurope @ford.com, taking care to specify his or her surname, first name and address.

7.2 ORECA and FORD invites you to consult the personal data protection charter available on the Site.

7.3 Please note that certain information is mandatory and necessary to process your request and/or order. Failure to complete a mandatory field marked with an asterisk (\*) may compromise the proper processing of your application and/or order.

7.4 Finally, we would like to inform you of the existence of the "Bloctel" telephone anti-solicitation list, which you can join (https://conso.bloctel.fr/).

### **VIII. FORCE MAJEURE**

8.1 ORECA' obligations shall be suspended in the event of the occurrence of a fortuitous event or force majeure as defined by French legislation and case law, and in particular a modification or cancellation of the event, which delays or prevents their performance. In this case, ORECA shall not be held liable and the Customer shall not be entitled to claim any compensation whatsoever.

8.2 In such a situation, ORECA shall notify the Customer of the occurrence of such a fortuitous event or force majeure as soon as possible from the date of occurrence of the event

8.3 In the event of postponement of the Event, ORECA reserves the right to carry over any reservations made to the new dates of the Event.

8.4 If the Event is cancelled, ORECA will reimburse the order up to the amount of the services reimbursed by its suppliers.

## IX. NULLITY OF A CLAUSE

9.1 If any of the provisions of the GTC are declared null and void, this will not invalidate the other provisions of the GTC, which will remain in force between the Parties.

### X. SETTLEMENT OF DISPUTES

10.1 Any dispute or litigation in connection with the GTC shall be subject to French law to the exclusion of any conflict of law rule and the 1980 United Nations Convention on Contracts for the International Sale of Goods. 10.2 For any dispute arising between ORECA and the Customer, the French courts shall have exclusive jurisdiction pursuant to Article R631-3 of the French Consumer Code. 10.3 In accordance with the provisions of articles L.211-3 and L.616-1 of the Consumer Code concerning the amicable settlement of disputes, ORECA adheres to the Service du Médiateur du e-commerce of the FEVAD (Fédération du e-commerce et de la vente à distance) whose contact details are as follows: 60 Rue La Boétie - 75008 Paris - <a href="http://www.mediateurfevad.fr">http://www.mediateurfevad.fr</a> After prior written application by Consumers to ORECA, the Mediation Service may be contacted on the FEVAD website for any consumer dispute for which no settlement has been reached. 10.4 The European Commission has set up a dispute resolution platform designed to collect any complaints from European Consumers following an online purchase and to forward them to the competent national mediators. This platform can be accessed by clicking here

https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&Infg=FR 10.5 In the event of a contradiction between the French version and a foreign version of the GTCS, the French version shall prevail.