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# **GENERAL TERMS AND CONDITIONS OF SALE, LICENSE TO USE AND PROVISION OF VERTECH' SERVICES FOR BUSINESS CUSTOMERS**

(Conditions applicable from 01.01.2000)

## **1. FORMATION OF THE CONTRACT – SCOPE**

All sales of products and/or services offered by Vertech', a company registered with the Chalon-sur-Saône Trade and Companies Register under number 401 772 504 (referred to below as "**the Company**") to a business customer for the needs of its own business activities (referred to below as "**the Customer**") are subject to these General Terms and Conditions of sales, license to use and provision of services in effect at the point of placing the order (referred to below as "**the General Terms and Conditions**").

The purpose of these General Terms and Conditions is to govern and define the rights and obligations of each of the parties in respect of the sale of computer equipment (including spare parts) (referred to below as "**the Equipment**"), the standard software supplied by the Company (referred to below as "**the Software**") or the services provided by the Company, such the development of an application specifically for the needs of a Customer (referred to below as "**the Development**") and/or maintenance and upgrade services, and in respect of the licenses granted by the Company for all its products (referred to below collectively as "**the Products**").

In accordance with the provisions of Article L.441-6 of the French Commercial Code, these General Terms and Conditions shall form the sole basis for commercial negotiations between the Company and the Customer. These General Terms and Conditions may be subject to negotiation between the Company and the Customer, which may, if applicable, result in special conditions of sale, license and/or provision of services that deviate from these General Terms and Conditions, which shall be written up in a separate document.



## 2. COMPANY PRODUCTS

2.1 The Products offered by the Company are those available in its catalog, on its website [www.vertech.eu](http://www.vertech.eu) at the point the order is submitted by the Customer, or referred to in a specific offer by the Company.

The Products sold by the Company are subject to change and it may modify them and/or modify their characteristics or components at any time, for any reason whatsoever, without notice, and without any entitlement for the Customer to claim damages.

The Company also reserves the right to stop marketing a Product and/or range of Products at any time, without notice, without creating any entitlement for the Customer to claim damages.

Should a particular component be discontinued or no longer available, the Company reserves the right to replace it with one with equivalent characteristics, based on the Company's assessment.

2.2 In particular, the Company shall offer to provide the Customer with standard business Software, defined as a standard interface developed by the Company, and the associated modules (identified as specific modules for associated services; these are also standard modules).

The Company's services in respect of the Software are limited to supplying the Software, adapting it to the Customer's business machines and configuring it to work with the existing IT system. This process is based on a preliminary technical visit by the Company to the Customer's site, taking into account the technical specifications provided by the suppliers of the machines to which the Software connects. If applicable, the Customer may send the Company a technical specification.

In any event, whether or not the Customer supplies a specification, it will be responsible for providing the Company with clear, exhaustive and unambiguous technical documentation, in its latest version, for its existing installation. The Customer shall have sole responsibility for providing information to other suppliers and/or service providers (notably in respect of the suppliers of business machines and the installation of production lines) who may be involved upstream, prior to the installation of the Software by the Company, for example to plan appropriate wiring.

The compliance of the Software should not be taken as a guarantee of compliance with the Customer's specific needs. It is therefore the Customer's responsibility to ensure that the Software meets its requirements. The Company does not guarantee the suitability of the Software in terms of achieving the objectives the Customer may have set for itself or performing particular tasks, which may have motivated its decision to enter into a contract with the Company.

2.3 Should the Equipment be provided to the Customer as part of a complete package, the provisions of paragraph 2.2 will apply.

Sales of spare parts for the Equipment are made on the basis of a simple order placed with the Company by the Customer.

2.4 The Company may also offer Developments, consisting of specific applications to meet its Customers' requirements, and will produce a quote based on the specification provided by the Customer.

Developments shall comply with the Technical Specifications.



### 3. ORDERING

3.1 The Company will provide the Customer with a quote for all Product orders, consisting principally of the retail prices for the Products and the arrangements for the work to be carried out (in particular, the indicative time frame for the work). The quote produced by the Company is valid for three (3) months.

3.2 All Product orders must be placed by the Customer by any written means and will be acknowledged in writing by the Company. The order acknowledgement may contain reservations by the Company should the Customer's order not be strictly compliant with the quote produced by the Company.

The Company reserves the right not to accept the order in the case of a change to the Customer's situation, in particular its financial position, or any payment incidents.

3.3 Customer orders shall be binding on the Customer. Orders may not be changed, cancelled or deferred, without the Company's prior agreement in writing.

3.4 Maintenance services shall be subject to a written proposal from the Company, signed by the Customer, committing it to a period of one (1) year.

3.5 The first order for a new Customer must be accompanied by an application to open an account, a business registration (K-bis) certificate dated within the last three (3) months and a copy of its bank details (IBAN or RIB).

The full annual fee for maintenance services is payable when the Company's proposal is signed.

### 4. CONTRACTUAL DOCUMENTS – ORDER OF PRIORITY

The contract entered into by the Company and the Customer for each Product order will be formed by the following documents (referred to below collectively as the "**Contract**"), listed in decreasing order of priority:

1. the Company's quote;
2. the acknowledgement of receipt of the order, including any reservations expressed by the Company concerning the Customer's order;
3. the Customer's purchase order;
4. the Customer's technical specifications, if necessary, sent in the form of a specification document.

In the event of a conflict or contradiction in or between these documents, priority will be given to the higher-ranked document.

### 5. PRICE – PAYMENT TERMS – LATE PENALTIES

5.1 The prices for Products and maintenance services are set out in the quote produced by the Company, and are shown exclusive of tax.



The prices for Software and Developments as shown on the Company's quote include the right for the Customer to use SIL software and its associated elements in accordance with the conditions set out in article 8 below.

The costs of initial installation of the Products as provided for in paragraph 6.2, and the associated travel costs, are included in the price of the Products. Annual maintenance and Development costs are not included in the price.

Should the Company travel to the Site after the initial installation, international travel costs shall not be included and the costs of local transport, meals, accommodation, internet connectivity and dry cleaning shall be payable by the Customer, unless otherwise stipulated on the quote.

5.2 The price of Products and maintenance services must be paid in accordance with the terms stipulated on the quote, by default 30 days net from the date of invoice.

5.3 The price of maintenance services shall be valid for one (1) year from the signature of the corresponding quote by the Customer. Prices for maintenance services may change annually, notably in accordance with the SYNTEC index.

5.4 All invoices are payable in cash and without discounts. No payment may be offset by the Customer for any reason whatsoever.

5.5 In the event of late payment, penalties will be payable by the Customer in accordance with the provisions of Article L.441-6 of the French Commercial Code, in addition to a fixed sum for recovery costs in the amount of forty euros (€40). All additional costs in excess of the fixed sum shall be payable by the Customer.

Late-payment penalties shall be payable without a prior notice to pay. They shall apply from the day following the due date until the full amount (the principal sum plus ancillary costs) has been paid to the Company.

Should there be a change in the Customer's situation on any grounds whatsoever, in particular a change to its financial position, a payment incident or late payment, the Company will also be entitled to change the payment terms granted and demand guarantees, including for any current orders.

If the price is not paid in full, the Company may demand the return of the Products without any prior formality, separately from any other action that may be taken by the Company. These actions shall include the Company reserving the right to suspend the use of current licenses.

5.6 Should the Customer ask for an invoice to be reprinted on any grounds whatsoever, the payment date will remain that shown on the initial invoice.

The Company reserves the right to apply administrative costs of up to fifteen euros (€15) for reprinting an invoice.

5.7 Unless otherwise agreed in advance by the Company, invoices must be paid by bank transfer.



## 6. DELIVERY – INSTALLATION – RECEIPT

### 6.1 Product deliveries not including installation and set-up by the Company

Products that are not being installed by the Company (essentially, spare parts for Equipment) will be delivered in accordance with the arrangements stipulated in the acknowledgement of receipt of the Company's purchase order, notably in accordance with Incoterm EXW Chalon-sur-Saône, France, unless another Incoterm is stipulated in the quote.

Delivery lead times are provided as an indication only; **no penalties shall apply** and no orders may be cancelled in the event of any delays.

The Customer shall be responsible for checking the condition of shipments and Products on arrival and shall, if necessary, take action against the carrier in the event of damage, delays or missing items caused by transporting the Equipment. In this respect, the Customer shall be responsible for:

- Informing the carrier of any concerns and reservations by recording these on the delivery document, which must be signed and dated;
- CONFIRMING THE COMPLAINT BY REGISTERED LETTER WITH A REQUEST FOR ACKNOWLEDGEMENT OF RECEIPT WITHIN 48 WORKING HOURS FOLLOWING THE DELIVERY OF THE PRODUCTS SENT TO THE CARRIER, WITH A COPY TO THE COMPANY;
- Returning the Products to the Company after first obtaining its agreement in writing. Only the carrier selected by the Company will be authorized to deal with the return of the Products concerned.

Failure by the Customer to report its reservations within the time frame mentioned above shall remove any right to take action against the carrier and the Company, the Products being deemed accepted by the Customer.

Moreover, any complaint relating to a patent defect or lack of compliance of the Products in relation to the Customer's order, other than complaints relating to transport problems, must be reported in writing and sent to the Company within fourteen (14) days of delivery of the Products to be admissible. After this time, no complaint in this respect will be entertained by the Company.

The complaint must set out the exact nature of the problem in writing. The Customer must also provide any evidence proving the reality of the compliance failures claimed.

Products may only be returned if agreed in advance by the Company, in writing, and must be shipped free of charge to its registered office, in perfect new condition, in their original packaging.

Returns that are accepted will only entitle the Customer to a free replacement, in the same quantity, of the Product(s) agreed by the Company as non-compliant with the order, or the issue of a credit note, excluding any form of compensation or damages.



## 6.2 Product deliveries including installation and set-up at the Customer's site by the Company

**6.2.1** The provisional installation timetable for Products to be installed and set up by the Company shall be agreed by the Customer and the Company.

The place where the Products are to be installed shall be recorded on the Customer's order (referred to below as the "Site").

Each visit by the Company will be confirmed by e-mail in the three (3) weeks preceding the work. The Customer will ensure that the necessary pre-requisites for the installation of the Products under its responsibility, in accordance with the provisions of paragraph 11.2, are in place prior to the Company's visit.

Any delay at the Customer's site (in relation to wiring, the Customer's own suppliers or subcontractors, etc.) that results in changes to travel arrangements, additional costs and/or additional days' work by the Company at the Site will be payable solely by the Customer, in addition to the price of the Products referred to in article 5.

Should it prove necessary in respect of the specific characteristics of the Products, the installation of the Products by the Company shall include on-Site training on setting up the Products, for their standard functions only. Training is not provided automatically. The cost of training is included in the price set out in Article 5 for a reasonable number of trainees. Any request for training from the Customer after receipt of the Products will be invoiced separately by the Company.

The risks associated with the Products are automatically transferred to the Customer when the Products are installed.

**6.2.2** Acceptance of the Products is formalized by the signature of an acceptance note (referred to below as the "**Acceptance Note**"), in which the Customer acknowledges that the Products are compliant with the Contract. Acceptance shall take place at the Site, after the Products have been installed.

If any reservations are stipulated on the Acceptance Report by the Customer, they will be deemed to have been resolved automatically, following work to remedy them (including remotely) by the Company.

Any request to modify the Products, for any reason whatsoever, expressed by the Customer subsequent to the signature of the Acceptance Note, will be subject to a separate quote from the Company.

## 7. TRANSFER OF OWNERSHIP OF EQUIPMENT – TRANSFER OF RISKS

IN ACCORDANCE WITH ARTICLES 2367 ET SEQ. OF THE FRENCH CIVIL CODE AND ARTICLE L.621-122 PARAGRAPH 2 OF THE FRENCH COMMERCIAL CODE, THE TRANSFER OF OWNERSHIP OF THE PRODUCTS SOLD BY THE COMPANY TO THE CUSTOMER SHALL BE SUSPENDED UNTIL THE PRICE OF THE PRODUCTS (PRINCIPAL, INTEREST AND ANCILLARY SUMS) HAS BEEN PAID IN FULL.



For the purposes of this article, the provision of checks, drafts or any other form of security (such as a bill of exchange) creating an obligation to pay shall not constitute a payment. Payment may only be deemed made once it has actually been cashed by the Company.

Product returns shall not constitute a rescission of the Contract. The sums already paid by the Customer will be kept as a retainer for damages.

These provisions do not prevent the transfer to the Customer of the risks of loss of or damage to the Products and any damage they may cause, as provided for in article 6 above.

The Customer undertakes to inform the Company immediately of any seizure, in favor of a third party, of the Products sold subject to retention of title, or any event depriving it of access to the Products either partially or in full (theft, damage, action by a third party, etc.).

## 8. INTELLECTUAL PROPERTY LAW

**8.1** The sale of Software and Developments by the Company shall not entail any transfer of the Company's intellectual property rights to the Customer. The Company shall retain sole ownership of all the intellectual property rights relating to the Development and the Software and any extensions, refinements or updates to them, including but not limited to any patent, know-how, copyright, moral or patrimonial intellectual property rights.

The suppliers of the Equipment shall retain full ownership of the intellectual property rights relating to the Equipment.

The Software and Developments are subject to a non-exclusive, personal, non-transferable worldwide license in favor of the Customer. The use of the Software and Developments consists of the right to implement and use them in terms of display, loading, execution, transfer and storage.

This license also covers any refinements, upgrades and extensions of the Software and Developments and the associated documentation.

The Software and Developments are non-transferable and may not be reproduced, either fully or in part.

This right of use is granted for the period of statutory protection for Software and Developments under copyright, as applicable in the territory in which they are used.

The license to use is granted to the Customer in return for payment of the fixed sum stipulated in the annual maintenance contract.

**8.2** In respect of the license granted to the Customer by the Company, if applicable, the Customer undertakes not to infringe the ownership rights of the Company either directly or indirectly and in particular:

- Only to use these rights in accordance with their professional purpose, i.e. solely for the needs of its business activities;
- Not to make them available to third parties, either directly or indirectly, on any grounds, in any form or for any reason whatsoever, either free of charge or for consideration, without the Company's express written authorization in advance;





- Not to copy them, except (i) for backup purposes, and then only for security reasons and (ii) with the Company's prior agreement in writing, and provided each authorized copy includes all the references found on the original including the word "copyright";
- Not to disclose the content or assign its right of use to a third party on any grounds whatsoever, any assignment being automatically null and void;
- Not to disassemble, decompile, modify, adapt, use a retro-engineering technique or create works derived from the Software or Developments;
- Ensure that its personnel comply with these provisions.

In general terms, the Customer undertakes not to undertake any activity and/or action that may directly or indirectly infringe the Company's intellectual property rights to the Products.

**8.3** It is expressly agreed that the Company will be free to use the know-how acquired as a result of performing the Contract, and to perform similar services on behalf of other customers.

**8.4** Any other intellectual property right belonging to the Company, notably in respect of its trademarks, will remain its exclusive property. The Customer will not be licensed to use any such rights.

## 9. GUARANTEE

The Company shall guarantee the Products for a period of twelve (12) months from their date of delivery for the Products referred to in paragraph 6.1, and from acceptance for the Products referred to in paragraph 6.2. The technical characteristics used will be those defined in the quote.

The guarantee shall be limited, at the Company's discretion, to the provision of a replacement, a free repair or the production of a credit note for the value of the invoiced price of the Product concerned or one of its components, which the Customer has shown to be defective.

The guarantee shall not apply:

- If the defect or malfunction is the result of a design or materials, equipment or component(s) imposed or supplied by the Customer;
- If the defect or malfunction is the result of a lack of monitoring and, more generally, any handling that does not comply with the Company's instructions (such as a failure to comply with storage instructions, lack of maintenance or misuse of the Products) and/or non-compliance with the applicable standard(s) in effect;
- In the case of manipulation, a modification or intervention carried out by the Customer or a third party, without the Company's prior agreement in writing;
- Where the malfunction is the result of a case of force majeure as defined in article 14 or the result of an unforeseen occurrence or incident that is attributable to natural causes or an accident attributable to the Customer or a third party;
- In general terms, the guarantee shall not apply in the event of abnormal use of the Products or in conditions that are inappropriate for their intended use or if the malfunction is the result of a defective power supply or telecommunications network.

Any guarantees other than those stipulated in this article are expressly excluded.





## 10. ANNUAL MAINTENANCE SERVICES

### 10.1 Principle

The Customer takes out an annual maintenance contract with the Company for Software and Developments, covering:

- Customer support
- Optional: a 24/7 hotline
- Software fees
- Annual upgrade

During the Product guarantee period as defined in article 9, taking out a technical support agreement will allow the Customer to receive preferred priority treatment from the Company, including but not limited to Software and Development upgrades, and access to a hotline (optional). At the end of the guarantee period, technical support services will allow the Customer access to the same benefits as those provided under the guarantee.

In any event, preventive maintenance, consisting notably of the upkeep of the Equipment, will be handled by the Customer and will not fall within the scope of the technical support service provided by the Company. Nevertheless, Vertech' retains the right to view and inspect the actions carried out by the Customer.

### 10.2 Customer support

A subscription to the technical support services provided by the Company includes the following:  
Ongoing maintenance, in the form of upgrades to the Software and Developments in accordance with the conditions set out in paragraph 10.4 below;

Corrective maintenance of the Software and Developments by the Company in relation to critical, major and minor problems that may affect the Products in accordance with the conditions below.

Corrective maintenance services are all the corrective or remedial maintenance measures implemented after any incident of any kind affecting the Software and Developments, if possible, allowing them to be restarted in accordance with the Technical Specifications.

The corrective maintenance services offered by the Company to its Customer only relate to the Products sold and/or developed by the Company.

Technical support and assistance services are provided by the Company on the basis of an estimated number of hours of service and prepaid by the Customer for the coming year, in accordance with the conditions set out in article 5.

An account that does not have enough prepaid hours may result in an interruption to the support and assistance service.

The Company will send the Customer a status update in respect of the number of hours used and a report of the services provided every quarter. Hours that are not used in one year are rolled over to the following year.

Technical support services are only applicable to Critical, Major and Minor Problems that can be managed over a VPN (i.e. remotely). The Customer must ensure that VPN access to the SIL servers



(all physical or virtual Linux and Windows servers) is available for the Company to be able to provide the service.

The following are expressly excluded from the technical support service: (i) resolution of major changes to line configurations requiring the Company's attendance at the Customer's Site; (ii) Customer requests requiring attendance at the Customer's Site; (iii) the installation of automated machinery requiring attendance at the Customer's Site; (iv) problems related to equipment not provided by the Company and (v) malfunctions resulting from a modification carried out by the Customer to the architecture of the Software or Development, without having first informed the Company and secured its agreement.

Any problem requiring work at the Customer's Site will be subject to a specific order and billed separately. Work at the Customer's Site is only envisaged where the Company's remote technical support service has not been able to resolve the problem encountered.

Furthermore, the Software and Development services provided by the Company do not include the following:

- Supply of spare parts;
- Consumables;
- Reconstitution of Software or Development data in the case of accidental destruction;
- Transport or removal of Software, Developments and Equipment;
- Repair of damage related to a malfunction caused by non-compliant use of the Products by the Customer and/or modifications made to the Products without the Company's agreement;
- Training on existing functionalities;
- Services found not to be directly related to the annual maintenance contract.

The Customer undertakes to appoint an internal contact person to liaise with the Company in respect of any technical problems encountered, to ensure clear lines of communication.

It is expressly agreed that any delay in the provision of services compared with the time frames indicated, which are estimated for indicative purposes only, will not result in any reduction in the price or provide any entitlement to the payment of damages by the Company of any kind whatsoever.

### **10.3 24/7 hotline option for Critical Problems**

Should the Customer detect an incident in relation to the Software or Development which, by definition, is the result of a Critical Problem, it will inform the Company in accordance with the following conditions. Any incident reported to the Company not using the procedure described below will not be dealt with and the Customer may not claim any damages from the Company.

Technical support for Critical Problems is provided remotely in French or English, by a member of the Company's technical support staff.

The reporting procedure is as follows:

- The Customer contacts the dedicated phone number provided by the Company, or sends an e-mail to the dedicated address;
- All calls or e-mails from the Customer will open a support ticket;
- The Customer undertakes to provide a clear and accurate description of the incident that has occurred and provide the Company with all the necessary information to diagnose the problem remotely;



- Once the Company has checked that the problem identified by the Customer falls within the scope of the technical support service, Vertech' will send a diagnostic report within four (4) working hours following the Customer's phone call or e-mail;
- The Customer undertakes to provide Vertech' with access to the Software or Developments via remote VPN access to assist the diagnosis and resolve the incident;
- The support ticket will be closed if the incident does not fall within the scope of the Company's technical support services or if the technical support provided has resolved the Critical Problem.

A full report of the work carried out may be provided once the Critical Problem has been resolved, at the Customer's request.

### **10.4 Software fees and annual upgrade of Software and Developments**

Maintenance includes the annual fees for the current year and gives the Customer the right to install software updates.

Ongoing maintenance of the Software and Developments includes improvements made to the existing standard functionalities of the Software and Developments in respect of functional changes, and corrections of any bugs, compared with the documentation, that have occurred during the year.

Upgrade subscriptions can only be taken out and implemented for versions of the Software that are less than two (2) years old.

Ongoing maintenance of Software and Developments does not include: (i) upgrades that require installation on Site, training or equipment, or (ii) additional training days, the costs of which will be billed separately to the Customer.

The Software and Developments will be upgraded once a year, on the date selected by the Customer in agreement with the Company. The Company will notify the Customer prior to installing upgrades if they would result in any changes to be made by the Customer.

## **11. LIABILITY**

### **11.1 Company's liability**

According to current practice within the profession, the Company, which undertakes to take all possible care in performing its obligations, is subject only to an obligation to use its best endeavors.

The Company cannot be held liable under any circumstances for the quality, availability or reliability of telecommunications networks of any kind whatsoever, in the case of data transfer or access to the internet.

IN ANY EVENT, THE COMPANY CANNOT BE HELD LIABLE, EITHER IN RESPECT OF THE CUSTOMER OR IN RESPECT OF THIRD PARTIES, FOR ANY INDIRECT AND/OR INTANGIBLE HARM SUCH AS OPERATING LOSSES, LOSS OF PROFITS OR REPUTATION OR ANY OTHER FINANCIAL LOSS, RESULTING FROM THE USE OR IMPOSSIBILITY OF USE OF THE PRODUCTS BY THE CUSTOMER OR ANY FAILURE TO PROVIDE PRODUCTS OR SERVICES AND ANY LOSS OF OR DAMAGE TO INFORMATION FOR WHICH THE COMPANY CANNOT BE HELD LIABLE.



## 11.2 Customer's liability

The Customer undertakes to take all the necessary measures to protect its information system, notably with regard to protection from viruses, worms and other hostile intrusions.

The Customer shall have sole responsibility for safeguarding the data it processes or stores and acknowledges that it is responsible for:

- Performing regular data backups appropriate to its business;
- Checking the content of its backups at least once a week;
- Using appropriate backup devices, which are in good condition and free from dust.

The Customer undertakes to take a backup of all its data, prior to any work being carried out by the Company.

No restoration or reconstitution of lost or damaged data, programs or files are provided under the terms of this Contract.

The Products will be used by the Customer under its sole control, management and responsibility, including during any interventions by the Company. As a consequence, the following, in particular, are the responsibility of the Customer:

- The prior or future selection and acquisition from third parties of the equipment and software intended to be used with the Products; the Company cannot be held liable for any incompatibility or malfunctions these may entail;
- Any consequences of modifications decided and/or implemented by the Customer, on its system or environment;
- The safety of employees during work on the Customer's site.

## 12. TERMINATION OF THE CONTRACT

Either Party may terminate the Contract if the other Party has breached its obligations and has not remedied the breach within thirty (30) days from receipt of the notice to remedy, sent by registered letter with acknowledgement of receipt.

## 13. CONFIDENTIALITY

Throughout the term of the Contract and for a period of five (5) years after its expiry, the Customer undertakes, unless it has received prior authorization from the Company in writing, not to communicate to anyone whomsoever the information exchanged between the parties or of which it may have become aware during the performance of the Contract, including but not limited to the Technical Specifications, studies, projects, plans, models, prototypes, manufacturing files, specification documents, instructions for use and in general terms, any oral or written information and documents of any kind provided to it by the Company. Accordingly, the Customer undertakes to take all useful measures, with regard to both its staff and its own customer, to ensure adherence to this undertaking.



## 14. FORCE MAJEURE

The Company cannot be held liable for any failure to perform a contractual obligation if said performance has been delayed or hindered or the failure to perform has been caused by a case of force majeure, defined as an unforeseeable event or circumstance that cannot be avoided by foreseeable measures, and which is outside the control of the Company, including, for example, acts of war, strike, equipment breakdown, natural disaster or supply failures.

By express agreement, the following events will be deemed to have the same consequences as a case of force majeure, even if the statutory conditions are not met: full or partial strikes inside or outside the Company, blockages of transport services for any reason whatsoever, stock unavailability or interruptions to supplies of equipment ordered from the Company's suppliers or subcontractors, blockage or disruption of communications, telecommunications (including the internet) or postal services, a virus attack, attempted hacking, interruption to or shortage of power supplies, or changes to statutory or regulatory provisions affecting the production or maintenance of the system.

Should such circumstances occur, the Company will warn the Client as soon as possible, by any written means. The Contract binding the Company and the Customer shall then be suspended automatically, without any right to compensation, from the date on which the case of force majeure occurs, until it ends. As a consequence, the Company will be released from its obligations in respect of the Customer in the event of an occurrence of force majeure.

Should the case of force majeure last for more than ninety (90) days from the date on which it occurs, the Parties will meet in order to decide on the terms for the continuation or amicable termination of the Contract.

## 15. NON SOLICITATION OF STAFF

In order to ensure the long-term viability of the Company's business, the Customer undertakes, throughout the term of the Contract (or successive Contracts, if applicable) and for a period of one (1) year from the end of the Contract for any reason whatsoever:

- Not to solicit, either directly or indirectly, actively or passively (in an individual and targeted manner), in any form whatsoever, anyone working or who has worked for the Company during the year preceding the end of their relationship, for the purpose of recruitment by the Customer or a company with which it may have a relationship of any kind;
- Not to attempt, in any way whatsoever, either directly or indirectly, to persuade or encourage people to leave the Company;
- Not to use the services, in any way whatsoever, of anyone working or who has worked for the Company during the year preceding the end of their relationship;
- Not to recruit or have a third party with which it has a business relationship recruit anyone who has worked for the Company during the year preceding the end of their relationship.

Should there be a breach of this clause, the Customer will be obliged to pay the Company immediate compensation equal to the gross salary of the employee it has poached during the six (6) months prior to their departure from the Company, including employee and employer contributions, without prejudice to any other damages that the Company may seek as a result of its employee being poached.



This clause shall also apply if the Company's employee leaves the Company for the Customer or a company with which the Customer has a relationship of any kind on their own initiative, unless the employee was dismissed by the Company.

## 16. MISCELLANEOUS PROVISIONS

**16.1** Neither the Contract nor an obligation arising under the Contract may be assigned or transferred by the Customer, in full or in part, either for consideration or free of charge.

**16.2** The Customer authorizes the Company to use its name and/or reproduce its logo for its own publicity on various internal or marketing materials.

**16.3** Acceptance of these General Terms and Conditions of Sale by the Customer, in the absence of information to the contrary sent to the Company, authorizes the Company to take photos and videos during its activities on site or at commercial events. All photos must have a direct relationship with the Company's activities. The images concerned may be used for communications purposes only and must not under any circumstances cause any harm whatsoever to the Customer. The Customer acknowledges that all its rights have been satisfied and may not claim any compensation for the use of the rights referred to in this paragraph. The Customer retains sole ownership of its image rights in all circumstances.

**16.4** The Customer accepts that the Company may subcontract any or all of its obligations under the Contract freely and without any prior formality.

**16.5** THE CONTRACT IS SUBJECT TO FRENCH LAW, TO THE EXCLUSION OF THE APPLICATION OF THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. ANY DISPUTE IN RELATION TO THE CONTRACT WILL BE REFERRED TO THE COMPETENT COURTS FOR THE JURISDICTION OF THE COMPANY'S REGISTERED OFFICE, NOTWITHSTANDING THE EXISTENCE OF MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.