

Any order (hereinafter referred to as "Order") placed with KELIAS (hereinafter referred to as the "Seller") implies unreserved acceptance by the Buyer (hereinafter referred to as "Buyer") and full adherence to these general terms and conditions of sale (hereinafter referred to as "GTC"), which prevail over any other document of the Buyer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise in writing by KELIAS. The sale is deemed concluded only after express acceptance by the Seller. Any modification of the order must be the subject of a written agreement between the Seller and the Buyer. The GTC apply to all sales of products and services of the Seller (hereinafter referred to as "Product(s)") made outside of France. The Seller reserves the right to deviate from certain clauses herein, depending on the negotiations with the Buyer, by establishing specific terms and conditions of sale. Consequently, placing an order by a Buyer implies unreserved acceptance by the latter of the GTC, unless specific conditions are agreed in writing by the Seller with the Buyer.

1 – GENERAL

1.1 Commercial information

Prices, information, visuals, or details appearing in catalogs, brochures, leaflets, advertisements, or price lists are for informational and indicative purposes only, and are not contractually binding. The Seller reserves the right to make any modifications thereto at any time, and without prior notice.

1.2 Communication of the GTCs

The GTC are communicated to any Buyer who requests them, to enable them to place an order with the Seller. They are accessible on the Seller's website at the following address: <https://kelias.fr/>.

1.3 Orders and Order confirmation

The supply includes exactly and only the Product specified in the quote and/or on the order confirmation. The sales contract, even in the event of a prior quote or offer, is only formed subject to express acceptance by the Seller of the Buyer's Order. In practice, this acceptance is notified by sending an order confirmation. The weights given in the quote or contract are indicative only and cannot be the cause of claims or price reductions when the Product is sold on a lump-sum basis. Any request to modify the composition or volume of an Order placed by the Buyer can only be taken into account by the Seller if the request is made in writing (email) and is received by the Seller no later than two (2) days after receipt by the Seller of the initial Order. In the event of modification of the Order by the Buyer, the Seller will be released from the agreed deadlines for its execution. For additional supplies, prices and new deadlines are specifically discussed between the Seller and the Buyer. Under no circumstances can the conditions for additional supplies prejudice those of the main Order.

1.4 Order refusal

In the event that the Buyer places an Order with the Seller without having paid for the previous Order(s), the Seller may refuse to honor the Order and deliver the Products concerned, without the Buyer being able to claim any compensation whatsoever, for any reason whatsoever.

2 – PRICE AND PAYMENT TERMS

2.1 Price determination

Unless otherwise agreed, the Seller's prices are those in effect on the day of the Order. Prices are stated and calculated in euros, exclusive of tax, and are communicated by the Seller at the Buyer's request. The Seller reserves the right to modify them at any time. In the event of non-compliance or changes to these elements compared to the conditions of the commercial offer, the Seller reserves the right to revise its prices, including in the event of contingencies such as raw material shortages or component allocations.

2.2 Price list

The price list in effect may be revised at any time, after prior notification to the Buyer. Any tariff modification will be automatically applicable to Orders subsequent to the date indicated on the new tariff.

2.3 Payment term, method and place

Invoices issued by the Seller and addressed to the Buyer are payable according to the bank details stipulated on the invoice. Unless otherwise agreed and duly accepted by the Seller, the payment period for sums due to the Seller is set at thirty (30) days from the date of issue of the invoice. The invoice mentions the payment date set by the Seller. Any significant change in the financial or economic situation of the Buyer, even after partial execution of the Order, may lead to a revision of the payment conditions, the Seller remaining the sole judge of its decision.

2.4 Late payment or non-payment of an installment by the Buyer

Consequently to late payment or non-payment of an installment by the Buyer, the Seller is authorized, at its option, after notification to the Buyer, to implement the following non-exhaustive processes, the consequences of which will be entirely borne by the Buyer:

- Suspension of the execution of the Seller's obligations
- Payment of compensation for late payment as provided for by law;
- Forfeiture of future terms;
- Cancellation of all or part of the specific terms and conditions of sale.

Any sum not paid on its due date will automatically accrue late payment interest equal to the rate applied by the ECB to its most recent refinancing operation plus 10 percentage points. These late payment penalties will be payable without any reminder being necessary. In addition to this late payment interest, a fixed collection fee of forty (40) euros will be due automatically in the event of an unpaid invoice on the due date, as well as all recovery costs duly incurred by the Seller due to the late payment that exceed the indicated amount of forty (40) euros.

Any recovery through legal channels against the Buyer, any postponement of the due date or any unilateral modification by the Buyer of the payment conditions without the Seller's agreement, will result in the application against the Buyer of the same provisions as the non-payment of an installment by the Buyer.

2.5 Action for cancellation

In the event of non-compliance with these GTC or the specific terms and conditions of sale, the Seller reserves the right to request either termination of the sale or specific performance.

2.6 Delivery subject to cash payment

All Orders that the Seller agrees to execute are subject to the fact that the Buyer provides sufficient financial guarantees, and that it will effectively pay the sums due on their due date, in accordance with the legislation. Also, if the Seller has serious or particular reasons to fear payment difficulties on the part of the Buyer on the date of the Order, or subsequently, or if the Buyer does not present the same guarantees as on the date of acceptance of the Order, the Seller may make acceptance of the Order or the continuation of its execution subject to cash payment or the provision, by the Buyer, of guarantees in favor of the Seller. The Seller will also have the option, before acceptance of any Order, as during its execution, to require the Buyer to provide its accounting documents, and in particular income statements, even provisional ones, allowing it to assess its solvency. In the event of refusal by the Buyer of cash payment, without any sufficient guarantee being offered by the latter, the Seller may refuse to honor the Order(s) placed and to deliver the Products concerned, without the Buyer being able to argue an unjustified refusal to sell, or claim any compensation.

3 – PACKAGING

The packaging is prepared by the Seller who acts in the best interests of the Buyer. Additional packaging costs may be applied in the case of specific packaging and palletization requested by the Buyer. The sale price may be increased for returnable packaging until perfect return of the returnable packaging. Non-returnable packaging is for processing by the Buyer and is not taken back by the Seller, unless specifically indicated.

4 – DELIVERY

4.1 Delivery and provision

Prices are exclusive of tax according to the Incoterm Ex Works, unless otherwise agreed between the Seller and the Buyer (ICC 2020). Delivery is made either by direct handover to the Buyer, or by simple notification of availability, or by delivery in the Seller's premises to a shipper or carrier designated by the Buyer or, failing such designation, chosen by the Seller. Deliveries are only made according to availability and in the order of arrival of the Orders. The Seller is, by express agreement, authorized to make deliveries globally or partially.

4.2 Delay in delivery

Delivery times are given for information and indicative purposes only, as they depend in particular on the availability of supplies, carriers, and the order of arrival of the Orders. No delivery delay can give rise to the application of damages, nor lead to cancellation of the Order. If specific conditions stipulate penalties, these cannot, under any circumstances, exceed 5% of the value of the Product ordered whose delivery is delayed and will be exclusive of any other form of compensation. If, within five (5) days of the delivery date of the Product or the execution of the Repair Service or the Service, the Buyer does not claim late payment penalties by registered letter with acknowledgment of receipt, the Buyer will be considered to have waived its rights. The Seller is automatically released from any commitment relating to delivery deadlines if the payment conditions have not been observed by the Buyer.

4.3 Reception

The liability of carriers is governed by legal provisions. It is the Buyer's responsibility, in the event of damage to the Products delivered or missing items, to make all necessary reservations with the carrier and to check the conformity of the Products delivered in terms of quantities, quality, packaging, labeling and accompanying documents.

A copy of this transport voucher will be kept by the Buyer.

Otherwise, no claim for compensation, of any nature whatsoever, will be admissible.

Without prejudice to the measures to be taken by the Buyer vis-à-vis the carrier for reporting on the consignment note (delivery note) of missing items, apparent damage or non-conformities upon arrival of the Products, any claim, whatever its nature, relating to the Products delivered, will only be accepted by the Seller in writing within a maximum period of forty-eight (48) hours following delivery of the Products.

It is the Buyer's responsibility to provide all justifications as to the reality of the defects or missing items noted.

No return of Products may be made by the Buyer without the express prior written consent of the Seller, obtained by email.

When, after inspection, an apparent defect or a missing item is actually noted by the Buyer or its representative, the Buyer may only ask the Seller to replace the non-conforming items and/or supplement them to make up for the missing items at the expense of the latter, without the latter being able to claim any compensation or cancellation of the Order.

Unreserved receipt of the Products ordered by the Buyer covers any apparent defect and/or missing item. The claim made by the Buyer under the conditions and according to the procedures described in this article does not suspend payment by the Buyer for the Products concerned.

The Seller's liability cannot under any circumstances be called into question for events occurring during transport, destruction, damage, loss or theft, even if it has chosen the carrier.

5 – RETENTION OF TITLE

The Seller retains ownership of the Products until effective payment of the full price in principal and accessories, notwithstanding the transfer of risks to the Buyer as indicated in article 4. Any contrary clause, in particular inserted in the general terms and

conditions of purchase, is deemed unwritten. In the event that the Buyer remains in default of payment to the Seller, the latter expressly reserves the right to take back the Products delivered that the Buyer still holds. Furthermore, in the event of payment after delivery, the Buyer undertakes to have the Products insured at its expense against the risks of loss and deterioration by fortuitous event by insurance for the benefit of the Seller. In the event of judicial settlement or liquidation of the Buyer, the Seller will have the right to claim ownership of the goods sold within three (3) months following the publication of the judgment initiating the procedure. The Buyer may only resell the unpaid Products within the normal course of business, and may under no circumstances pledge or create security interests on its unpaid stocks. In the event of default of payment, the Buyer will refrain from reselling its stocks up to the quantity of unpaid Products.

6 – GUARANTEES

6.1 Defects giving entitlement to Guarantee

The Seller undertakes to remedy any operating defect of the Products resulting from a defect in design, materials, or execution (assembly included if this operation is entrusted to it) within the limits of the following provisions.

6.2 Warranty Exclusions

a) Product Warranty Exclusion

The warranty shall not apply in the following cases:

- Negligence in storage: Products must be stored indoors in a dry and ventilated place. For Products in plastic packaging, if there are visual signs of moisture, the packaging must be opened to promote drying. Whenever possible, vertical storage is to be preferred.
- Installation and/or maintenance not in accordance with standard industry practices ("règles de l'art") and/or with the installation, use, or maintenance instructions, and more generally, any installation carried out by a person not under the Seller's authority.
- Damage that may result from incorrect installation, faulty connection, supply from an unsuitable electrical network, an unvalidated ballast/lamp combination, or poor connection.
- Negligence, lack of supervision or maintenance by the Buyer.
- Malfunction resulting from the addition of materials not originating from the Seller.
- Repairs or modifications made to the Product by the Buyer without the Seller's prior written consent.
- Modifications to the Products rendering them non-compliant with the Seller's technical specifications.
- Commissioning carried out by the Buyer without the Seller's prior written authorization.
- Normal wear and tear of the Product.
- Non-payment of all or part of the price by the due date, which shall result in the immediate termination of the warranty.
- The warranty is excluded for light bulbs, tubes, batteries, accumulator batteries, and tires.
- The application of the warranty is strictly limited to Products installed and used under the conditions for which they were designed and marketed.

The Seller's warranty is provided based on theoretical and standardized installation elements. Without prior information from the Buyer concerning the place of installation and the specific environmental conditions of the Products, the Seller cannot guarantee that these factors will not alter the quality and durability of the Products. Indeed, a Product may experience more rapid aging, breakdowns, or malfunctions depending on its installation location and the environmental conditions to which it is exposed (temperature, humidity, exposure to weather, etc.). The Buyer is therefore obligated to communicate to the Seller, prior to the Order, all information pertaining to the place of installation and the conditions of use of the Products. Failing this, the Seller's warranty may be

excluded in the event of damage or malfunctions resulting from these specific conditions.

b) Exclusion: Existing Supports

In the event that the Seller's services include the installation or fixing of Products on masts, posts, structures, facades, or any other types of existing supports not supplied by the Seller (hereinafter referred to as "Existing Supports"), the Seller's liability and warranty are strictly limited to the Products it has supplied.

Thus, the Seller's warranty is expressly excluded for:

- The Existing Supports themselves, particularly concerning their condition, soundness, suitability, compliance with current technical or regulatory standards (including, but not limited to, standards for wind resistance, safety, or siting), or any apparent or hidden defects affecting said Existing Supports.
- Any direct or indirect, tangible or intangible, consequential or non-consequential damage, caused to the Products supplied by the Seller, to the Buyer, to its property, or to third parties (including personal injury), which may result, in whole or in part, from the condition, defectiveness, non-compliance, unsuitability, deterioration, or failure of the Existing Support.

The Buyer acknowledges that it is solely responsible for the prior verification and maintenance in good condition of conformity and soundness of the Existing Supports on which it requests the Seller to install the Products. The Buyer undertakes to inform the Seller in writing, prior to the Order, of any relevant information or any reservations it may have concerning the condition or suitability of the Existing Supports.

Notwithstanding the Buyer's entire and exclusive responsibility for the suitability and conformity of the Existing Support, the Seller may, if it deems appropriate and at its sole discretion, carry out a summary visual examination of the said Existing Support before installing the Products. Such an examination, if it takes place, which is neither systematic nor exhaustive, shall under no circumstances be interpreted as a complete technical validation of the Existing Support by the Seller, nor as a transfer or sharing of responsibility concerning the said Support, which remains entirely and exclusively the responsibility of the Buyer.

If, during this discretionary examination or on the basis of information otherwise brought to its attention, the Seller identifies manifest risks or apparent non-conformities affecting the Existing Support and likely to compromise the safety or proper performance of the Products, it may inform the Buyer in writing and may issue express reservations. In such a situation, the Seller may also, always at its sole discretion, either condition its intervention on the Buyer carrying out, at the Buyer's expense, the necessary repair, reinforcement, replacement, or compliance works on the Existing Support, or refuse to install the Products on the said Existing Support. Such refusal or conditions shall not give rise to the payment of any compensation to the Buyer nor engage the Seller's liability in this respect. The absence of reservations from the Seller following such a discretionary examination, or the absence of such an examination, shall under no circumstances be interpreted as an acknowledgment of the conformity or suitability of the Existing Support, nor shall it mitigate the Buyer's full and entire responsibility in this regard.

6.3 Duration and starting point of Guarantee

This commitment only applies to defects which have appeared during a warranty period of two (2) years from the date of delivery.

The warranty period runs from the day of delivery within the meaning of article 4 above.

If shipment is delayed, the warranty period is extended by the duration of the delay.

However, if this delay is due to a cause beyond the Seller's control, the extension cannot exceed three (3) months.

Replacement parts or replaced parts are guaranteed for the remaining period of the warranty referred to in article 6.3. Replacement or repair of Products does not have the effect of extending the warranty period.

6.4 Buyer's obligations

To invoke the benefit of these provisions, the Buyer must:

- Communicate to the Seller, prior to the Order, the intended use and conditions of use of the Product;
- Notify the Seller in writing at the following address:

support.clients@kelias.fr within five (5) working days of receipt of the Products, of the defects it attributes to the Product and provide any proof as to the reality thereof, confirming the place of installation and the conditions of use of the Product,

- Give the Seller the time, information and all necessary facilities to proceed with the observation of these defects and to remedy them, the Seller being released from its obligations if the Buyer refuses to grant them,
- Refrain moreover, unless expressly agreed by the Seller, from carrying out the repair itself or having it carried out by a third party.

6.5 Terms of implementation of the Guarantee

In the event of a complaint by the Buyer regarding the conformity of the Products, the Seller reserves the right to request a contradictory inspection of the goods. This inspection may be carried out by an expert designated by the Seller or by the Seller itself. The costs of this inspection will be borne by the party whose allegations prove to be inaccurate. The repair or replacement of defective Products is, after technical expertise, at the Seller's option. Pending the completion of this inspection or the Seller's decision, the Buyer undertakes to keep the Products in the condition and not to dispose of them. In the event of implementation of the guarantee, it is the responsibility of the Seller thus notified, at its expense and with all diligence, to remedy the defect, the Seller reserving the right to modify the Product's devices if necessary to fulfill its obligations. The work resulting from the guarantee obligation is in principle carried out in the Seller's workshops after the Buyer has returned the Product or the defective parts to the Seller for repair or replacement. If the Seller's initial diagnosis confirms the application of the guarantee, the Seller will bear the cost of the return transport of the Product or defective parts. If the workshop diagnosis shows that the Buyer's liability is engaged or that the Product is not covered by the guarantee, the Seller reserves the right to invoice the Buyer for the collection transport costs. It is the Buyer's responsibility to organize the return of the Products using the dispatch note provided by the Seller. The Buyer will list on the dispatch note the defective Products and their places of installation. Before any return to the workshop of electrical and electronic Products, the Buyer undertakes to disconnect the batteries and cut off the power supply to the Products. In the event that, given the nature of the Product, the repair must take place at the installation site, the Seller will bear the labor costs directly corresponding to this repair, excluding the time spent on preliminary work or disassembly and reassembly operations made necessary by the conditions of use or installation of the Product and concerning elements not included in the supply in question, which remains the responsibility of the Buyer. When the guarantee is excluded, the cost of transporting the Product or defective parts, as well as that of uninstalling and returning the Product or repaired or replaced parts, are the responsibility of the Buyer, as is, in the event of repair at the installation site, the travel and accommodation costs of the Seller's agents. Depending on the possible evolution of references over time, the Seller reserves the right to replace the Product with a more recent version or with an equivalent product. The reshipment of repaired or replaced Products will only be made to the Buyer's address mentioned on the initial Order. When the Seller requests it, the parts replaced free of charge are made available to the Seller and become its property again.

7 – FINAL VALIDATION AND PROOF OF PRINT (BAT)

Before manufacturing a Product, KELIAS submits a BAT (Proof of Print) to the Buyer by email for validation. Only the BAT validated by the Buyer commits KELIAS on the final rendering of the creative elements (design, spelling, visuals, layout). The Buyer's validation of the BAT must be notified to KELIAS by email with the mention "Bon à tirer" (Proof of Print). Failing validation of the BAT by the Buyer, KELIAS cannot be held

responsible for any visual errors of any kind in the Product. KELIAS's liability is limited to the elements of the BAT signed by the Buyer. The Buyer releases KELIAS from any liability in the event of a complaint concerning the final rendering of a Product conforming to the signed BAT

8 – LIABILITY

8.1 Liability for direct damages

The Seller is required to repair direct damage caused to the Buyer that results from faults attributable to the Seller in the execution of the Order. As a result, the Seller is not required to repair either the harmful consequences of the Buyer's or third parties' faults relating to the execution of the Order, nor damage resulting from the use by the Seller of technical documents, data, or any other means provided or whose use is imposed by the Buyer and containing errors not detected by the Seller.

8.2 Limitation of Liability

The Seller's liability is limited to the obligations expressly stipulated in these GTC. With the exception of gross negligence by the Seller and the compensation for personal injury, the Seller's liability will be expressly limited to direct and material damage only, to the exclusion of all indirect and/or non-consequential and/or immaterial damage of any kind whatsoever. In any event, the Seller will not be liable to compensate in particular for damage to image, loss of production, operation and profit, loss of data, investment costs or more generally any compensable damage other than bodily or material.

8.3 Penalties and compensation

The Seller's total and cumulative liability within or in connection with the Order, for any reason whatsoever, will under no circumstances exceed ten percent (10%) of the amount of the Order. All penalties and compensation provided for in these GTC, subject to the liability cap of 10% of the Order mentioned above, are in the nature of liquidated and compensatory damages exclusive of any other sanction or compensation. In addition, the Buyer guarantees the waiver of recourse by its insurers or third parties against the Seller or its insurers beyond the limits and for the exclusions set out above.

9 – EXEMPTIVE CAUSES AND FORCE MAJEURE

The Seller will not be liable if the performance of any of its obligations under the Order is partially or totally delayed or prevented due to Force Majeure, an act of a third party or an act of the Buyer. By "Force Majeure", we mean any event beyond the reasonable control of the Seller such as and without this list being exhaustive: governmental decision, war, riots, hostilities, insurrection, act of terrorism, sabotage, fire, flood, frost, transport strike, thaw bans, road blocks, explosion, epidemics, quarantine restriction, disruption in the supply of supplies from normally reliable sources (including, without this list being exhaustive, electricity, water, fuel and similar supplies), strikes of any kind, factory closure and social labor disputes, the Seller's supply problems, delay of a subcontractor facing a case of Force Majeure as defined above. The Seller is automatically released from any commitment relating to delivery deadlines in the presence of a case of Force Majeure or events beyond the control of the Seller. The Seller will keep the Buyer informed, in a timely manner, of cases or events of this kind. If the performance of any obligation of the Seller under the terms of the Order is delayed in whole or in part due to Force Majeure for a period exceeding six (6) months, each Party may request the termination of the Order, in whole or in part. In this case, the Parties will then establish by mutual agreement a liquidation statement. In the event of disagreement between the Parties, the disagreement will be considered a dispute. Termination will not affect debts due between the Parties at the date of termination.

10 – TERMINATION

The Seller reserves the right to terminate any Order without prior notice, by registered letter with

acknowledgment of receipt:

- In the event of total or partial non-performance of its obligations by the Buyer, in particular its obligation to pay;
- In the event of an unfavorable change in the financial or commercial situation of the Buyer, likely to lead to a default of payment;
- In the event of termination of an Order, the Seller will be released from its obligations. The Seller will not owe any compensation to the Buyer as a result.

11 – INTELLECTUAL PROPERTY

All technical documents, products, photographs provided to the Buyer remain the exclusive property of the Seller, who is the sole holder of the intellectual property rights on these documents, and must be returned to him at his request. The Buyer undertakes not to make any use of these documents likely to infringe the Seller's industrial or intellectual property rights and undertakes not to disclose them to any third party. The Seller will remain at all times the exclusive owner of all intellectual property rights relating to its prior acquisitions to the study or the Order. In any event, the Seller will retain ownership of the means, tools, results, inventions, methods or know-how used or developed by it, during the execution of the services, the supply of the Products or more generally of the Order, whether or not they are subject to specific protection (copyright, patents, trademarks, etc.). The Buyer acknowledges that all intellectual property rights relating to the provision of services, the sale of Products, the execution of the Order or the documentation, data or files that the Seller may have to produce will remain the exclusive property of the Seller. The Seller remains the owner of all intellectual property rights on the studies, drawings, models, prototypes, etc., produced (even at the Buyer's request) for the purpose of providing any service to the Buyer. The Buyer therefore prohibits any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Seller, who may make it conditional on financial compensation. Unless expressly agreed otherwise between the Seller and the Buyer, the Seller grants the Buyer a non-exclusive, non-transferable and non-assignable right of use of all the deliverables provided by the Seller within the framework of the Order. In the event that the deliverables provided by the Seller infringe the right of a third party, the Buyer's liability will be excluded and the Seller will assume sole responsibility and its direct consequences.

12 – PROTECTION OF PERSONAL DATA

12.1 Security of personal data processed

In accordance with European Regulation 2016/679 of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data, the Seller implements personal data processing essential to the processing of its obligations. These data will be kept for the entire duration of the business relationship and for two (2) years from the termination of the business relationship. The Seller undertakes to implement all security and confidentiality measures necessary for the protection of personal data. The Seller undertakes to ensure the compliance of any transfers outside the European Union with the regulations in force. Access to personal data will be strictly limited to employees of the data controller, authorized to process them due to their functions. The information collected may possibly be communicated to third parties linked to the Seller by contract for the execution of subcontracted tasks, without the authorization of the Buyer being necessary. The data subject has the right to request from the data controller access to personal data, the rectification or erasure thereof, or the limitation of processing, or may object to the processing. The Data Protection Officer of KELIAS can be contacted by email at the following address: conformite@kelias.fr. The data subject has the right to lodge a complaint with a supervisory authority (the CNIL in France).

12.2 Limitations and exclusions

The Seller undertakes to use personal data only for the strict needs of the execution of the Order and the business relationship with the Buyer. Any personal data communicated by error or not respecting the framework concluded between the parties will be immediately deleted. Certain Products sold by the Seller may capture and transmit personal data. The Seller undertakes that any personal data that may have been captured and transmitted by one of its Products will be immediately anonymized in accordance with the state of the art; the Seller not being the data

controller of this type of data.

13 – NON PERSONAL DATA COLLECTED

Certain Products sold by the Seller may capture and transmit non-personal data. The Buyer expressly authorizes the Seller to freely use the processing and collection described below, it being specified that such use will be carried out, where applicable, in compliance with the rights relating to personal data collected in accordance with article 12 of these conditions. The management and processing of data collected through the Seller's products and services concerns, without this list being exhaustive, the use and analysis of these data for research, statistical, development and improvement purposes of the Seller's Products. The Seller undertakes that any personal data that may have been captured and transmitted by one of its Products will be immediately anonymized in accordance with the state of the art, the Seller not being the data controller of this type of data.

14 – COMPLIANCE WITH ANTI-CORRUPTION RULES

The Buyer, like the Seller, certifies that they comply at all times with all anti-corruption laws, regulations and agreements. It is the Buyer's responsibility to ensure that its partners, subcontractors, sellers, agents or other associated third parties act in accordance with these provisions. At the Seller's request, the Buyer will certify without delay in writing its compliance with the foregoing and will respond to any request for audit and/or documented justification. In the event of a breach of this clause, the Seller will immediately have the right to terminate all lawful transactions in progress with the Buyer, and to break off all negotiations, with immediate effect and without compensation, without prejudice to any other remedy that the Seller may request from the Buyer under the law and/or regulations. The Buyer will indemnify the Seller and release it from any liability, claim, formal notice or expense resulting from, or relating to, the Buyer's breach, including any consequential and indirect damage such as damage to the image, reputation of the Seller and its affiliated companies.

15 – LANGUAGE OF THE GTCs - JURISDICTION AND APPLICABLE LAW

The GTC and the operations resulting from them are governed exclusively by French law. They are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute. The fact that, where applicable, the usual exchanges between the Seller and the Buyer take place totally or partially in a language other than the French language, cannot under any circumstances be considered as a waiver of the application of the GTC or any of its stipulations. Any dispute concerning the application of these GTC, their interpretation, their execution and sales contracts concluded by the Seller, will be brought before the commercial court of the Seller's registered office, regardless of the place of the Order, delivery, payment and method of payment, and even in the event of a third-party claim or plurality of defendants. Any question relating to the GTC as well as to the sales that they govern, which is not dealt with by these contractual stipulations, will be governed by French law.

* *
*