

ARTICLE 1 - GENERALITIES.....	2
ARTICLE 2 - OPENING AN ACCOUNT .....	2
ARTICLE 3 - ORDER - COMMITMENT .....	3
ARTICLE 4 - CHOICE OF PRODUCT OR SERVICE .....	3
ARTICLE 5 - PRICE - PAYMENT .....	4
ARTICLE 6 - CONDITIONS OF INTERVENTION - DELIVERY – TIMEFRAMES – FORCE MAJEURE.....	6
ARTICLE 7 - TRANSFER OF RISK – RESERVATION OF TITLE.....	7
ARTICLE 8 - PROCEDURE FOR PURCHASING VAT- EXEMPT, DUTY-FREE EQUIPMENT .....	8
ARTICLE 9 - CHECKING PRODUCTS ON ARRIVAL – AUDITING SERVICES.....	9
ARTICLE 10 - LIABILITY OF ITANCIA.....	9
ARTICLE 11 - OBLIGATIONS OF THE CUSTOMER .....	9
ARTICLE 12 - COMPLIANCE WITH EXPORT AND RE-EXPORT REGULATIONS .....	10
ARTICLE 13 - ANTI-CORRUPTION MEASURES .....	10
ARTICLE 14 - COMPLAINTS / PRODUCT CONFORMITY .....	11
ARTICLE 15 - WARRANTIES .....	12
ARTICLE 16 - PRODUCT RETURNS.....	16
ARTICLE 17 - TERMINATION OF CONTRACT .....	17
ARTICLE 18 - INTELLECTUAL PROPERTY.....	17
ARTICLE 19 - CONFIDENTIALITY .....	17
ARTICLE 20 - DATA PROTECTION.....	17
ARTICLE 21 - ASSIGNMENT OF CONTRACT .....	18
ARTICLE 22 - NON-SOLICITATION OF PERSONNEL .....	18
ARTICLE 23 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES .....	18

## ARTICLE 1 - GENERALITIES

ITANCIA's business is the distribution of new or eco-recycled Telecoms and IT equipment, network infrastructures and hardware and software (hereinafter the "Products") along with the supply of various associated services, such as the repair, pre-configuration, technical support and so on of all or part of these Products (hereinafter the "Services").

Sales of the Products and the Services offered by ITANCIA are subject to these Standard Terms and Conditions of Business (hereinafter the "Standard Terms and Conditions") which constitute the basis of negotiation. All other services provided by ITANCIA outside this scope, namely, in particular, the sale of subscription to Cloud services or the leasing of equipment, are governed by separate standard terms and conditions.

These Standard Terms and Conditions can be found on and downloaded from our website [www.itancia.com](http://www.itancia.com). In the case where a translation into a foreign language (e.g. English) is made available to the Customer by ITANCIA, the terms of the French version shall prevail.

Contrary clauses of special terms and conditions prevail over these Standard Terms and Conditions where they are validated by ITANCIA and the Customer.

In placing an order, ITANCIA's Customer (hereinafter the "Customer") is deemed to have read these Standard Terms and Conditions.

The fact of the Customer having placed an order with ITANCIA implies his unconditional acceptance of these Standard Terms and Conditions and the express exclusion of any of the Customer's conditions and of any document issued by him that is not signed by ITANCIA. Together with any special conditions signed by the Parties, these STCs constitute the sole contractual documents between the parties.

The fact that ITANCIA does not rely on any of these standard Terms and Conditions at any particular moment may not be interpreted as amounting to a waiver to rely thereupon subsequently.

If any of these standard Terms and Conditions were to be found invalid, the Parties agree to negotiate a replacement for the invalid condition in good faith. All the other conditions shall remain in force.

Where applicable, any new version of this document communicated by ITANCIA to the Customer shall apply to any new order, whatever the precedence of relations between ITANCIA and the Customer.

## ARTICLE 2 - OPENING AN ACCOUNT

Each new Customer who wishes to secure payment terms as defined in point 5.2 must apply to open an account beforehand. This application shall be submitted using the document for this purpose, sent on request: Application to Open an Account.

This application must be sent to ITANCIA, stamped and signed with acceptance of the standard terms and conditions provided to this end (an English-language version of ITANCIA'S Standard Terms and Conditions of Business can be provided on application for information), accompanied by:

- a bank identity document (IBAN),
- a certificate of the company's authenticity stating its Intra-Community VAT number,

**Registered Office** – 69 rue Thomas Lemaître – 92 000 Nanterre – Tel. 02 41 71 3000 – Fax 0 820 201 400

**Administrative Office** – La Chapelle – 49 510 La Jubaudière – Tel. 02 41 71 3000 – Fax 0 820 201 400

**[www.itancia.com/en](http://www.itancia.com/en)**

A simplified joint stock company with capital of €10,000,000 - Companies Register for Nanterre 433 061 975 - Siret no.: 43306197500036 – Intra-Community VAT no.: FR44433061975 — APE 9521Z

- a sample of the company's headed paper.

For every application made, ITANCIA will have a financial check carried out. Depending on the information disclosed, ITANCIA reserves the right not to agree to open an account if the information does not meet the objective criteria set by ITANCIA. In addition, when opening the account, ITANCIA determines a credit level above which any order or part-order must be paid for cash with order by transfer, depending on the said objective criteria. ITANCIA reserves the option of closing an account and/or reducing the credit facility at any time in the event of late payment or new financial information that does not meet the objective criteria set by ITANCIA for agreeing to open or maintain an account.

## ARTICLE 3 - ORDER - COMMITMENT

All offers to sell Products/Services are understood as subject to availability of stocks/capacities/teams. Unless stipulated otherwise in its proposal, the period of validity of an order or proposal for Products or Services is one week.

The contract is finally entered into on the dispatch by ITANCIA to the Customer of the acknowledgement of order. In accordance with the law, no order or contract finally entered into may be cancelled in part or in full by the Customer, except in the event that the delivery time exceeds a reasonable period, and the delay is caused by an element beyond ITANCIA's control. Cancellation remains possible, however, in the event of written agreement by the Parties.

Every order must contain the following information:

- delivery and invoicing address,
- exact references, names and quantities of the Products/Services ordered,
- net prices if these can be determined at the time of order (e.g. in the event of dispatch for repair, the Customer shall be deemed to have read ITANCIA's price list for its work,

Taking account of the activity, the minimum amount of any order may not be less than €150 ex-VAT. Exceptionally, ITANCIA may accept a lower-value order subject to payment of €30 administrative costs, ex-VAT.

## ARTICLE 4 - CHOICE OF PRODUCT OR SERVICE

The characteristics of the Products and Services are given in ITANCIA's pricing available to the Customer before placing of the order and notably, on ITANCIA's website. The Customer, who is a professional and the only one to know the requirements of his own customers and their environment, is alone in a position to make choices of Products and/or Services based on the particulars given by ITANCIA. On simple request, ITANCIA is able to respond to any queries regarding the characteristics of the Product or Service.

Thus the choice is made by the Customer at his sole risk and liability. In the event the Products or Service are not suitable for the requirements of the Customer or its end-customer, the Customer acknowledges that he has sole liability for the choice he made and agrees to hold ITANCIA harmless in this respect. The Customer agrees to take out any insurance necessary to enable ITANCIA to be

completely exempt from any liability whatsoever in the event of any disputes with its own customers.

ITANCIA provides its Customers free of charge with data and information on the Products and Services such as, specifically, the level of Product stocks and the on-line ordering system.

## **ARTICLE 5 - PRICE - PAYMENT**

### **5.1. Price**

The prices of the Products and Services are fixed, according to the circumstances, by ITANCIA's standard prices in force on the day of the order or in the context of a specific offer from ITANCIA. ITANCIA reserves the right to change its prices at any time (apart from any specific offer during the period of validity). It is however up to Itancia to inform its Client.

The prices of the products do not include delivery costs, which are charged in addition to the price of the products purchased, for each shipment.

The shipping conditions (material only) are as follows:

- 21€ logistic cost for all orders of 750€ or less (or 375€ for web orders)
- 9€ logistic cost for any order over 750€ (or 375€ for web orders) and for any partial shipment
- 9 € logistics fee for all Factory Réparations orders

These rates apply for delivery in mainland France, excluding non-standard Products (non-standard size and/or weight and/or Products requiring a specific mode of transport) which may be subject to specific invoicing.

For all areas other than mainland France, prices are understood to be "Free Carrier Factory" (according to ICC Incoterms, 2020 Edition), with a fixed price of 50 € from the Jubaudière and Valanjou factories (49).

Depending on the applicable tax arrangements, ITANCIA shall automatically apply any new tax or any increase in the rate of existing taxes.

### **5.2. Payment**

Except for the opening of a Customer account under the conditions provided for in ARTICLE 2 - hereof, payments are in cash on order by transfer, according to bank details specified on the invoice or bill of exchange. In the event of payment by bill of exchange, the Customer must return the accepted bill within eight days (8) of the date of issue of the bill. Failing acceptance and return of the bill within this timeframe, payment will become immediately due and payable.

In the case of the opening of a Customer account under the conditions provided for in ARTICLE 2 - hereof, and within the limit of the envisaged credit level, payment terms are defined by Itancia, not exceeding 45 days from the end of the month or 60 days net from issue of the invoice. Payments must be made into the bank account for payment communicated by ITANCIA.

In any event, even in the case of the opening of a Customer account, ITANCIA reserves the right for the first order, to request payment before delivery (in full or in part). ITANCIA reserves the right to

send invoices by electronic means in accordance with Article 289 VI of the French General Tax Code which the Customer accepts expressly thereby waiving receipt of a paper invoice. In no case can any claim whatsoever authorise the Customer to suspend or refuse all or part of an invoice or to retain all or part of the sums due by him or to carry out any offsetting.

In accordance with articles 1344 and 1231-6 sub-paragraph 2 of the French Civil Code, the arrival at due date of any invoice shall be tantamount to automatic service on the Customer of a notice to pay without further formality.

In the event of non-payment of all or part of an invoice or an instalment in the case of staggered payments, ITANCIA reserves the right to suspend all deliveries and any contract in progress or indeed to terminate any contract in progress until the said payment has been made in full, without prejudice to compensation and damages which may be claimed by ITANCIA and without any entitlement to any claim by the Customer. In addition, any other invoice not arrived at due date shall also become immediately due and payable and that being the case, ITANCIA may require immediate payment of all invoices not arrived at term; the amounts of any unpaid bills will be subject to the addition of all costs incurred as a result of late payment. Invoices will be payable cash on order in the event bills are unpaid.

On non-payment on the agreed due date, in addition to the amount in principal, the Customer must pay:

- late payment penalties applicable per day of delay and calculated as from the due date of the invoice in question at the refinancing rate of the European Central Bank in force on the first day of each calendar half-year, plus 10 percentage points, this rate not being less than 3 times the applicable statutory interest rate and this, in accordance with Article L. 441-10-I of the French Commercial Code,
- the flat-rate compensation for recovery costs (currently fixed at €40) per invoice,
- and any compensation and damages which ITANCIA might be able to claim.

In the event of collection by due process of bailiff or the courts, the Customer must pay an additional fixed charge of 15% of the sums due as a penalty clause without prejudice to any legal interest due, as well as all the costs and fees of recovery.

In addition, ITANCIA may request the Customer to provide it with guarantees of payment, in particular by bank guarantee. Where appropriate, ITANCIA may withhold delivery of the Products and realisation of the Services in question until presentation of the guarantee. The credit level granted is a facility which ITANCIA reserves the right to modify at any time depending on the Customer's financial status.

In the event of any disagreement on the amount invoiced, the Customer has a period of seven (7) days from the date of the invoice in which to notify by letter sent recorded delivery with advice of receipt to ITANCIA, Disputes department, of its disagreement, accompanied by all the corresponding documentary evidence. Failing this, the invoice is deemed irrevocably accepted by the Customer. In the event of a dispute, the Customer undertakes to pay the undisputed amounts without delay. ITANCIA will inform the Customer by registered letter with acknowledgement of receipt of the action it intends to take on this dispute. The rejection of the dispute by ITANCIA will render the outstanding sums due immediately.

In the event of a dispute, the Parties shall give preference to an amicable settlement. Failing this, each Party shall have the right to refer the matter to the Court to settle the dispute.

## **ARTICLE 6 - CONDITIONS OF INTERVENTION - DELIVERY – TIMEFRAMES – FORCE MAJEURE**

### **6.1. Terms of Delivery**

#### **6.1.1 *For deliveries in mainland France***

Deliveries in mainland France (excluding Corsica) are made within 24/48 hours of leaving our sites.

Deliveries on our free post and packing terms are simple: no appointment needs to be made, delivery is made to reception and during the day. Any delivery which requires special delivery terms may be subject to additional costs. Products are deemed to have been delivered upon arrival at the address indicated in the purchase order and according to our carriers' proofs of delivery.

#### **6.1.2 *For deliveries in mainland France and in Corsica***

In the case where ITANCIA arranges shipment, this is carried out on the orders and on behalf of the Customer. In this case, the Customer must specify the place of delivery. Failing which, delivery will be accomplished by the Products being made available in ITANCIA'S warehouses.

For "FCA" deliveries, ITANCIA is responsible for supplying the Products and organising their transport. However, ITANCIA acts at the risk and expense of the Customer or Buyer. Thus, ITANCIA will deliver the Products to a destination point determined by the Parties. ITANCIA pays for transport to the designated delivery point, and upon receipt of the Products, the risks are transferred to the Carrier or Forwarder, appointed by the Customer or Buyer. As such, the Buyer will bear all associated shipping, insurance and export costs.

#### **6.1.3 ITANCIA is authorised to make partial deliveries.**

Any part-delivery accepted by the Customer is billable as soon as delivered.

### **6.2. Timeframes for delivery**

**6.2.1** Delivery times for Products or Services are given as an indication only and are subject to ITANCIA's supply possibilities and ITANCIA's schedules

**6.2.2** In the case of firm deadlines duly accepted by ITANCIA, these will only begin to run from the date of confirmation of the order by ITANCIA and receipt of payment in the case of a request for payment at the time of the order as set out in article 5.2, and in no case before.

**6.2.3** Where the Customer must present the Documentary Credit or certificates drawn up by national or foreign administrative authorities, the delivery times will be extended accordingly.

**6.2.4** The Delivery within the agreed timeframes can only take place if the Customer is up-to-date in its obligations towards ITANCIA.

### 6.3. Force Majeure

ITANCIA cannot be held responsible in the event of a breach of its contractual obligations resulting from an event constituting force majeure. Beyond its legal and jurisprudential definition, force majeure means any event beyond ITANCIA's control such as, in particular, fire, flood, storm, earthquake and other natural disasters, war, riot and revolution, strike, work stoppage or other industrial action within ITANCIA's personnel or that of its suppliers, subcontractors or service providers, occupation of factories or premises, administrative decision or lack of authorisation, interruption or delay in means of transport, impossibility of supplying Products, raw materials, parts or components, consequences of a state of health emergency or administrative closure of ITANCIA's installations or those of its suppliers, subcontractors or service providers, in particular for health reasons, placing under safeguard, receivership or liquidation by court order or amicable liquidation of a supplier, subcontractor or service provider of ITANCIA.

The Party establishing the event must immediately inform the other Party of its inability to fulfil its obligation and provide the latter with evidence of this.

If the prevention is temporary, fulfilment of the obligation is suspended unless the resulting delay justifies cancellation of the Contract.

If the prevention is permanent, the Contract is automatically cancelled and the Parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

In no circumstances may suspension of obligations be grounds for liability for non-fulfilment of the obligation at issue, or induce the payment of compensation and damages or late payment penalties. However, when the cause of the suspension of their reciprocal obligations has disappeared, the Parties shall do their utmost to resume, as promptly as possible, normal fulfilment of their contractual obligations.

## ARTICLE 7 - TRANSFER OF RISK – RESERVATION OF TITLE

**7.1.** The Product risks transfer from ITANCIA to the Customer for all-inclusive sales on arrival of the Products at the place of delivery, after unloading. For all other sales, risks transfer on the order being made available in ITANCIA'S warehouses and for CIP sales, on handover to the first carrier.

The Customer undertakes accordingly to take every care with custody of the Products and to take out an insurance policy covering all damage and losses likely to be caused to the Products or by the Products on their delivery or collection. With effect from the passing of risks, the risks of losses, theft, damage or destruction are at the Customer's charge.

**7.2.** Transfer of title to the Products delivered to the Customer will only take place after payment of the price in full in principal, interest and incidentals. Payment will only be deemed acquired after the sums due have been encashed. The non-performance by the Customer of his payment obligations for any reason whatsoever confers on ITANCIA the right to claim ownership of the Products and to require the immediate restitution of the Products delivered at the Customer's cost, risk and liability,

except in cases of force majeure as provided for in Article 6.3 hereof.

**7.3.** The Customer agrees that in case of corporate recovery or insolvency proceedings involving his business, he will actively participate in preparing an inventory of the Products located in his stocks which ITANCIA may claim. Failing which, ITANCIA has the option of having a bailiff record the inventory, at the Customer's cost. The Customer agrees not to re-sell, convert or incorporate the Products delivered with effect from the date of the judgment ruling on the corporate recovery plan or liquidation of his company's assets.

**7.4.** In the case of re-sale, the Customer may assign the debt claims arising in its favour from re-sale to a third party purchaser to ITANCIA, but remains liable towards ITANCIA, in a capacity of principal, for the proper settlement of the invoices relating to the initial sale.

## **ARTICLE 8 - PROCEDURE FOR PURCHASING VAT- EXEMPT, DUTY-FREE EQUIPMENT**

**8.1.** When purchasing VAT-exempt Products for a Customer with a registered office located in mainland France wishing to export the Products, the Customer agrees to apply to open a duty-free Customer account under the conditions in l'ARTICLE 2 - hereof with ITANCIA. After obtaining a Customer account, the Customer agrees to forward the following documents by recorded delivery post only and with advice of receipt, prior to any delivery:

- A photocopy of the annual visa waiver certificate for the current year, issued by the Customer's tax office, which will be checked for compliance.

AND

- An annual VAT-exemption certificate without figures, prepared as an original on the Customer's headed paper.

In addition, the Customer agrees to refer to the requirement for VAT-free invoicing when ordering. If any of these conditions is not met, a VAT-free invoice will not be able to be issued and an invoice with VAT will be prepared.

**8.2.** For purchasing Duty-Free Products for a Customer whose registered office is located outside France but within the European Union, the Customer agrees to also apply to open a duty-free Customer account with ITANCIA and to accept that the choice of carrier will be made by ITANCIA.

**8.3.** Procedure for purchasing Duty-Free Products subject to a licence: any purchase subject to an individual export licence issued by the French or European administrative authorities requires a prior period of 60 days before validation of the order. The Customer agrees to obtain the "Sales Obtain End-User Undertaking EUU Form" from his end-customer, duly completed, and to forward this to ITANCIA.

**8.4.** Failing which, the order is cancelled. Furthermore, a Customer agrees, under his sole responsibility, to comply with export and re-export regulations in the country of destination and specifically not to re-sell the Products to customers or in countries subject to restrictions.

## ARTICLE 9 - CHECKING PRODUCTS ON ARRIVAL – AUDITING SERVICES

**9.1.** In the case of transportation under the Customer's responsibility (see article "ARTICLE 7 - TRANSFER OF RISK – RESERVATION OF TITLE"), all operations relating to transportation of the Products are payable by the Customer and at its own expense and risk; it is the Customer's responsibility to check the Products on arrival and to issue, if need be, reserves which are comprehensive, reasoned and as specific as possible, and to exercise redress against the carrier.

**9.2.** In the case of transportation under ITANCIA's responsibility, in the event of loss, substitution or damage connected with carriage, the Customer must mention these on the delivery slip and have it countersigned by the carrier's representative and confirm his reservations to the carrier within the legal period of three days, excluding public holidays, by letter sent recorded delivery with advice of receipt or by extrajudicial process, pursuant to Article L133-3 of the French Commercial Code.

**9.3.** A copy of the letter sent to the carrier must be forwarded to ITANCIA together with the reservations mentioned on the carrier's delivery slip. Failure to express any reservations in these conditions will result in the Products being deemed to be in good condition and with no missing items.

## ARTICLE 10 - LIABILITY OF ITANCIA

ITANCIA undertakes to implement all the resources at its disposal to offer the Customer the best quality of service and safety in compliance with applicable professional standards. Regarding all its obligations vis-à-vis the Customer, ITANCIA is subject to an obligation of means.

ITANCIA may not be held liable if the non-performance, poor performance, delay in performance or suspension of the contract is due to an external cause, a fortuitous event or force majeure, such as, in particular, the receivership, judicial liquidation or amicable liquidation of a supplier, subcontractor or service provider of ITANCIA, the act of a third party or the act of the Customer himself.

In the case where ITANCIA's contractual liability is recognised, the compensation that the Customer may claim shall be limited to solely the direct, certain and loss sustained by the Customer and which comes within the contractual scope, to the exclusion of any loss that can be categorised as indirect, such as loss of turnover, loss of customers, damage to the Customer's brand image, loss of production, operation loss, loss of opportunity, loss of data, financial or commercial or other loss, etc.

In any event, the compensation that the Customer may claim shall be limited, in amount, to the total of the sums that the Customer has paid to ITANCIA for realisation of the service that has proven defective (e.g.: in the case of just one faulty Product, the compensation amount shall be limited to the sums incurred for this Product).

## ARTICLE 11 - OBLIGATIONS OF THE CUSTOMER

In addition to payment of the price of the Product(s)/Service(s) and all other obligations incumbent upon him hereunder, the Customer undertakes to implement all technical, human and material

resources necessary to the correct functioning and performance of the contract.

He undertakes in particular to promptly provide ITANCIA with all information requested from him in connection with performance of the contract, and to provide his active collaboration in performance of the contract. The Client acknowledges that he is responsible for the information and documents provided.

The Customer undertakes to comply with all statutory and regulatory rules in force, and in particular those relating to data processing, files, rights and intellectual property, along with third parties' rights.

## ARTICLE 12 - COMPLIANCE WITH EXPORT AND RE-EXPORT REGULATIONS

### - **Obligation of compliance**

The Customer undertakes to comply with all regulations in force concerning the export and re-export of goods, including but not limited to sanctions and embargoes imposed by the European Union.

### - **Prohibition of re-export to Russia and Belarus**

In accordance with Regulation (EU) No. 833/2014, the Customer expressly undertakes not to re-export the purchased goods to Russia or Belarus, directly or indirectly. The Customer shall establish and maintain an adequate control mechanism to detect any behaviour by third parties downstream of the commercial chain that would be contrary to this.

### - **Responsibility and sanctions**

In the event of failure to comply with these obligations, the Customer assumes full responsibility for the legal and financial consequences that may arise. ITANCIA reserves the right to suspend or cancel any order and to require the Customer to provide any guarantee necessary to comply with the applicable regulations.

### - **Undertaking to declare**

The Customer undertakes to provide, upon first request, any document justifying compliance with these obligations, in particular contracts containing non-re-exportation clauses and the required customs documents.

### - **Recourse and compensation**

In the event of a breach of these provisions, the Customer undertakes to compensate AGAIN for any damage, fine, penalty or legal consequence resulting from a failure to comply with the export regulations in force.

## ARTICLE 13 - ANTI-CORRUPTION MEASURES

### 13.1. Prohibitions in commercial practices

Any attempt to influence officials engaged in private or public business activities in the French national territory or in any other foreign territory is prohibited.

Any attempt by ITANCIA employees or intermediaries or partners to pay, offer or accept bribes, payments or items of value in order to improperly obtain or retain contracts, transactions, tax or

customs favours, or any other improper business advantage with any entity or individual is prohibited.

Any transaction with intermediaries, private companies, foreign governments or their respective agents, not reflected in the accounting records, is prohibited.

### **13.2. Exceptions to the prohibitions in commercial practices**

It is mandatory for clients to be aware of the preventive anti-corruption measures indicated in our anti-corruption and anti-fraud policy on the "itancia.com" website, which precisely lists our following anti-corruption measures respectively:

- The purpose of our policy
- Regular and irregular offers
- Sanctions
- Prevention and detection measures

Our anti-corruption and anti-fraud policy is available at: [www.itancia.com](http://www.itancia.com)

## **ARTICLE 14 - COMPLAINTS / PRODUCT CONFORMITY**

### **14.1. Complaint**

**14.1.1** On receipt of the Products, the Customer must check they comply with the order immediately. Thus, any complaints relating to an inaccuracy in quantities or to an incorrect reference in relation to the order must be submitted to ITANCIA within three (3) days, excluding public holidays, of receipt of the Products, without neglecting redress against the Carrier under the conditions of Article 9 hereof. After this deadline, no further complaint of this kind will be possible.

If the complaint proves founded and it was submitted within the aforementioned deadline, ITANCIA shall endeavour to put the situation in order as promptly as possible, in liaison, if need be, with the manufacturers concerned.

**14.1.2** As regards a non-compliance specifically speaking of the Products (namely faulty Products), the warranty in ARTICLE 15 - shall apply, according to the process provided for in this same article and in Articles 14.2 and ARTICLE 16 - hereof

**14.1.3** In the context of any complaints, the Customer must fully facilitate the Manufacturers or ITANCIA to proceed, where appropriate, with establishing the complaints, and send them all useful information/documents when first requested to do so.

**14.1.4** Any unjustified refusal to take delivery of the Products by the Customer will entail payment of compensation by the Customer to ITANCIA, of the clerical handling costs of an additional 40 euro as a minimum, notwithstanding any claim for additional compensation and damages.

### **14.2. Request for a return due to non-compliance of the Products**

No return of Products, in the context of a Product warranty provided for in ARTICLE 15 -, shall be accepted without ITANCIA's prior express agreement. The request for a return must be made on

ITANCIA'S Website.

Upon receipt of the returns request made by the Customer, ITANCIA will either agree to the Product being returned via a Returns Slip or will give the grounds for its refusal to take the Product back which will be sent to the Customer.

When returning goods, the Customer must attach the Returns Slip to the returned Products in a clear and obvious position on the outside of the returned package. Products returned are at the Customer's expense and risk.

## ARTICLE 15 - WARRANTIES

All products sold benefit from the legal guarantee of hidden defects (articles 1641 to 1649 of the Civil Code), and the legal guarantee of conformity (articles L2174 to L217 14 of the Consumer Code).

Concerning the legal guarantee for hidden defects:

A latent defect is a defect that makes it impossible to use the goods under normal conditions or greatly reduces their use. To be qualified as a hidden defect, this defect must exist at the time of the sale without the buyer being able to detect it. The consumer may invoke the guarantee for latent defects within a period of two years from the day of discovery of the defect. The claim is time-barred five years after the date of purchase of the product.

In order to be successful, the buyer must prove the existence of the latent defect on the basis of any element that could constitute evidence.

The consumer can choose between :

- Return the product against a deposit ticket and receive a full refund
- Retain the product and request a partial refund

This request must be made by registered letter with acknowledgement of receipt.

Concerning the legal guarantee of conformity :

When the customer buys a product, it must conform to the expected use and the seller's description. For this purpose, there is a legal guarantee of conformity. This guarantee applies to defects already present at the time of delivery of the product. The customer must make use of the guarantee within 2 years of the discovery of the defect (Art. L217-7 of the Consumer Code).

An extension of this guarantee is provided for in Article L217-13 of the Consumer Code. It will be applicable in case of repair of the product still under warranty and will have a duration of six (6) additional months. This extension will be applicable to contracts concluded as from 01 January 2022.

In addition, we apply our commercial guarantee (articles L217-15 to L217-16-1 of the Consumer Code), according to the terms below:

### 15.1. New Products Warranty

Unless expressly and especially provided for otherwise, the Products sold by ITANCIA follow only the manufacturers' warranties with effect from the date of delivery as defined herein. It is for the

Customer to read the applicable manufacturers' warranties before any purchase. The Customer is deemed to have read these at the time of the order.

ITANCIA would recall that it is dependent on the manufacturer for applying warranties to the product delivered as well as missing items. In no case can ITANCIA be held liable under warranty if the defect ascertained is not covered by the manufacturer's warranty.

Some manufacturers issue an invoice for costs in the event of unjustified returns under warranty (no defects, improper use, etc.). Any invoiced costs will routinely be passed on, by ITANCIA, to the customer concerned.

### **15.2. Guarantee Reconditioned products brand AGAIN and Again Mobility**

A reconditioned product is a manufacturer's original product on which minor repairs have been carried out using original parts or generic spare parts, certified as compliant.

The warranty is variable, depending on the Product ranges, and specified if need be on the delivery slip.

This period begins on the date of delivery of Itancia as defined herein for user customers, and date of sale to the consumer for reseller customers to consumer consumers.

Reconditioned smartphones do not benefit from a waterproof warranty.

Eco-recycled products are sold without a specific version or licence. If the Customer has a specific requirement regarding the version or licence, he must make a configuration request, and he will then be sent an estimate. However, should it become apparent that the Customer's configuration is not compatible with the product versions and licences supplied, ITANCIA will be responsible only for accepting return of the devices.

Refurbished products are delivered in accordance with the composition defined by the manufacturer's reference. Certain additional options (such as biometric reader, SIM card reader, graphics card, etc.) may be present on some hardware. However, unless these options are explicitly mentioned in the manufacturer's hardware composition or in the designation established by ITANCIA, they are not guaranteed in terms of operation.

### **15.3. Repair Services Warranty:**

This warranty concerns only repairs carried out by ITANCIA, i.e. for the same reason. An item that has broken down for a different reason is not covered by the warranty on the previous repair, unless a link of cause and effect can be shown.

Unless specifically agreed, the repair services warranty is for 3 months for work carried out by ITANCIA.

Unlike the Products warranties described above, the products concerned may be sent along with other Products that are out of warranty, without being separated from them. There is no need for applications for approval to be made in advance. The warranty period is confirmed automatically from the repair tracking codes. In the absence of any warranty, the repair is invoiced based on repair costs

applicable at the time of the return, the Customer being deemed to have been aware of these before returning the Product in question. The Customer remains liable for faulty products and must bear the costs of shipping them.

#### **15.4. Other ITANCIA Services warranty (excluding repair services)**

ITANCIA's warranty is expressly limited to the proper performance by ITANCIA of its Services in accordance with the rules of the state of the art and the stipulations of the contract or order. With regard to performing its Services, ITANCIA agrees to carry these out with the due care and attention as befits a professional, ITANCIA being subject solely to an obligation of means. The warranty may only be implemented by the Customer.

ITANCIA undertakes to perform again the service recognised as faulty, subject to a complaint from the Customer submitted within 15 days of delivery of the product concerned by the service.

#### **15.5. All Products/Services:**

##### ***15.5.1 Warranty exclusions***

**15.5.1.1** Be that as it may, no Manufacturer or ITANCIA warranty is given to the Customer in the following cases:

The warranty does not cover a Product that has been damaged or rendered faulty due to:

- improper use, i.e. for purposes other than those for which it is intended,
- infection by virus or use of the Product with non-supplied or incorrectly installed software,
- use of inappropriate methods of transportation or packaging on return of the Product by the Customer,
- modification of the Product,
- improper installation of third-party products (e.g. memory card),
- prolonged storage or warehousing without protection,
- negligence, incorrect connection or handling, servicing and use of the Product not in compliance with the technical specifications of the manufacturer/ITANCIA or, more generally, any inappropriate or faulty use thereof (e.g.: improper use, breakage, excessive heat, corrosion, oxidation, rough handling, etc.)
- the addition of any supplementary or accessory device to the Product or use of parts necessary to operate the Product not complying with the technical specifications of the manufacturer/ITANCIA,
- any abnormal use of the Product, since the Products are intended for normal commercial use only, they must not be applied for use in any critical safety or life-support systems, nuclear field or the production of weapons unless they have the written approval of the Product manufacturer.

The warranty does not cover:

- damage caused by use with another product: use of accessory or peripheral products the nature, condition or standards of which do not comply with the manufacturer's recommendations,
- consumable materials

- The decrease in battery capacity of refurbished equipment, which occurs over time and with use. Only the functionality of the battery (absence of a battery error message sent to the PC) is covered by the warranty if the "functional battery warranty" option is taken out.
- accessory cords.
- minor defects in LCD screens occurring on products equipped with LCD technology, provided that the number of defective pixels does not exceed 3 pixels
- aesthetic defects, including scratches, dents or faults in the protective plastic of the connection ports, cracks or scratches to the LCD screen and case,
- parts replaced as a result of normal use,
- loss or damage to software, data or removable storage devices. The Customer is responsible for backing up all programs, data or removable storage devices. All of the Customer's data shall be automatically deleted when testing and repairs are conducted,
- network operator failures (network availability, coverage, services or capacity),
- damage resulting from a sealing fault.

The warranty does not apply if:

- If the Product has been opened, changed or repaired by a third party,
- If for a smartphone, it has not been previously relocated by the Customer, or remains affiliated to a user or company account,
- If the serial number or IMEI number has been erased, removed, defaced, altered or otherwise made illegible from the product,
- If the Product battery has been short-circuited, or if the seals of the battery compartment or the cells have been damaged or show evidence of tampering,
- the Product humidity sensor is red,
- when the cause of the return concerns a specificity announced before the sale of the product (e.g. Manufacturer's message on non-original battery)

The warranty does not cover failures or damage resulting directly from the conditions of carriage (e.g.: unsuitable packaging, damage during transportation, etc.) of the Products from the Customer to ITANCIA or the Manufacturers

**13.5.1.2** *In the case of a repair guarantee: If a case of exclusion from the guarantee, as described above, is found and not covered by article 14.5, ITANCIA will carry out the repair and will invoice at the current rate. If no malfunction is found despite thorough testing, the service will be invoiced at the current rate to cover logistical and expert costs.*

**15.5.1.3** *For the other cases :*

*If a case of warranty exclusion, described above, is noted and excluding the cases provided for in Article 15.5, ITANCIA may, at its discretion:*

- Provide an estimate for repair, if the device has been sent for repair. The cost of an assessment is invoiced when an estimate is produced, and deducted if the estimate is accepted. If the Customer does not accept the estimate, the product will be returned unrepairs, at the Customer's expense, after payment of the assessment costs.
- Issue, in the event of advanced exchange carried out (sending of a new Product by ITANCIA before return), an invoice corresponding to the repair costs.

ITANCIA reserves the right to invoice a handling charge of €40 + VAT for unjustified returns.

### 15.5.2 *Expiration of the warranty period*

The expiration of the warranty period brings all ITANCIA'S obligations under contract to an end. In this regard, the warranties set out in this ARTICLE 15 - are the only warranties given to the Customer, to the exclusion of any other warranty, particularly legal in nature.

## ARTICLE 16 - PRODUCT RETURNS

### 16.1. Accepted returns

No returns will be accepted after a period of one (1) month with effect from the date of ITANCIA'S express prior agreement on the Returns slip.

In accordance with the manufacturers' After-Sales Service procedures or at ITANCIA'S sole discretion, Product returns accepted by ITANCIA will give rise to a repair, replacement or the issuing of a credit note, the amount of which will be the same as the amount initially invoiced.

In the particular case of a request accepted for a credit note, the primary packaging of the equipment to be returned must be unopened and:

- with no marking or label, specifically carriage,
- re-wrapped carefully in an appropriate second box.

Any Product returned not complying with these requirements will automatically lead to a refusal to issue a credit note on receipt.

In the case of an advanced exchange (before return of the faulty Product), the Customer must return the faulty Product within the aforementioned period. After this period, an invoice for the value of the replacement item will be issued automatically.

The Customer remains liable for faulty Products and must bear the costs of shipping them. Packaging must, therefore, ensure the product is protected during transportation (ITANCIA advises the Customer to take out insurance to cover the risks inherent in carriage). Customers are sent a functional product in accordance with the Incoterms of the initial order, regarding its financial and insurance coverage.

### 16.2. Unaccepted returns

Where Products are returned without the prior express agreement of ITANCIA, they will be automatically refused and returned to sender at his cost. In this event, the corresponding invoice will, of course, have to have been paid at due date. The risks relating to Products returned without ITANCIA'S prior express agreement will be at the Customer's charge. This Article 16.2 shall be applicable in the cases of returns sent outside the requisite period.

In the case of non-payment within 30 days of the costs provided for in Article 15.5.1.3 by the Customer in the case of warranty exclusion, storage costs shall be invoiced if need be. After issuing a reminder sent by recorded delivery with advice of receipt, ITANCIA may destroy any equipment not collected within one month. The Customer may make no claim for compensation of any kind to

ITANCIA.

## ARTICLE 17 - TERMINATION OF CONTRACT

In the event the Customer is in breach of any of its obligations and after a period of 48 hours following notice to remedy sent by recorded delivery with advice of receipt that has produced no effect, the sale will be automatically cancelled against the Customer. In any event, the total amount of the order or of the contract in progress will remain due by the Customer.

## ARTICLE 18 - INTELLECTUAL PROPERTY

**18.1.** The Products delivered by ITANCIA are protected by intellectual property rights and remain the exclusive property of their holder. Therefore, any action of copying in particular shall be such as to constitute infringement.

**18.2.** The Customer acknowledges that all the data, images, photographs and texts including specifically the product datasheets made accessible by ITANCIA on its Website remain the exclusive property of ITANCIA and are exclusively reserved to the relations between the Customer and ITANCIA. Accordingly, the Customer agrees to refrain from the following without the prior written authorisation of ITANCIA:

- duplicating, copying, printing or publishing these data, images, photographs and texts and, more generally, using them for any commercial ends,
- proceeding with the extraction of data, images, photographs and texts,
- using these data, images, photographs and texts as the basis in the production of catalogues or other marketing and sales tools.

## ARTICLE 19 - CONFIDENTIALITY

The Customer acknowledges that all the information given, technical formula or concepts of which he may become aware by virtue of this contract are strictly confidential and accordingly he agrees not to divulge or use the same. Insofar as concerns application of this clause, the Customer is answerable for his employees as for himself. However, the Customer will not be held liable for any disclosure if the elements disclosed were in the public domain or if he was aware thereof or had obtained the same lawfully from a third party.

## ARTICLE 20 - DATA PROTECTION

In the context of performance of the Contract, the Parties, as controllers, may need to process, on their own account, personal data of the other Party's employees, directors, subcontractors, agents and/or service providers (e.g. surname, first name, e-mail address, telephone number, etc.). Therefore, each of the Parties undertakes, in this context, to respect the confidentiality and security of these personal data, in accordance with the provisions arising from Law no. 78-17 of 6 January 1978 along with the provisions of European Regulation No 2016/679/EU of 27 April 2016. Each of the Parties' employees, directors, subcontractors, agents and/or service providers whose data are collected and processed by the other Party, has at all times the option of exercising their rights on

their personal data (right of access, rights to rectification, erasure, objection, restriction of processing, data portability and not to form the subject of automated individual decision-making), by sending their request to [dpo@itancia.com](mailto:dpo@itancia.com). They have the option of filing a complaint with the relevant supervisory authority ([www.cnil.fr](http://www.cnil.fr)). These personal data are retained for a period of three (3) years from the last contact with the data subject, barring a longer period in accordance with a statutory obligation of retention.

## ARTICLE 21 - ASSIGNMENT OF CONTRACT

ITANCIA is authorised to assign its rights and obligations under this contract to any entity owned or controlled, directly or indirectly, by ITANCIA, within the meaning of Article L. 233-3 of the Commercial Code. It is also authorised to assign all or part of its rights in the context of a merger, acquisition or reorganisation of ITANCIA, to any entity to which ITANCIA assigns a substantial part of the assets concerned in this contract, or to one of its subsidiaries.

## ARTICLE 22 - NON-SOLICITATION OF PERSONNEL

The Parties shall refrain from soliciting the employment of the other Party's employees.

The Parties shall refrain from hiring, or in any way causing to be hired, any present or future employee of the other Party.

This clause shall apply regardless of the specialisation of the employee in question, and even if the request is made at the initiative of the said employee, unless there is an explicit written agreement to the contrary between the Parties concerned in order to respect the freedom of work and the freedom of enterprise.

This clause will develop its effects during the duration of the commercial relationship agreed in the contract, and for a period of twelve (12) months from its termination or end

In the event that one of the Parties does not respect this commitment, it undertakes to compensate the other Party by paying an indemnity equal to the total gross remuneration paid to the staff concerned during the twelve (12) months preceding their departure.

## ARTICLE 23 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These Standard Terms and Conditions and, where applicable, the specific terms and conditions and appendices, are subject to French law alone.

Subject to the Customer's trader status, in the absence of amicable settlement, any dispute relating to the interpretation or execution of these standard terms and conditions of sale and of the specific terms and conditions and appendices shall come under the exclusive jurisdiction of the Commercial Court of Angers (France), even in the event of summary proceedings, third-party notice proceedings or more than one defendant.