

General Terms and Conditions of Sale

The present Terms and Conditions of Sale are current as of August 7th, 2023.

1. SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

- 1.1. The present General Terms and Conditions of Sale (hereinafter "GTC" or the "Agreement") are concluded between MYFOOD, a simplified joint stock company with a share capital of 31.110 euros registered in the RCS under the number 815 248 786, whose registered office is 43, route Ecospace 67120 Molsheim (hereinafter the "Company") and the customer (hereinafter the "Customer"). The Client and the Company are individually referred to as a "Party" and collectively as the "Parties".
- 1.2. The Company operates an Internet site accessible at the address myfood.eu on which its products and services are offered as well as the online sale and/or reservation of products (hereinafter the "Site").
- 1.3. The T&Cs apply by operation of law to the relationship between the Company and the Customer(s) including, but not limited to, any sale of the following products and services (the "Products"), as well as to any other product or service offered by the Company at any place and at any time:
 - Sale and installation of smart greenhouses as offered for sale by the Company;
 - Provision of maintenance services related to the smart greenhouses;Provision of advice and assistance to Customers.

2. APPLICATION AND ENFORCEABILITY OF THE GCV

- 2.1. The purpose of the present General Terms and Conditions is to define the terms and conditions under which the Company sells Products as offered to Customers. They therefore apply to any Order ("Order") of Products placed by the Customer.
- 2.2. The Customer declares that he/she has read and accepted these GTC before placing the Order.
- 2.3. The validation of the Order shall therefore constitute acceptance of these Terms and Conditions. These Terms and Conditions shall be updated on a regular basis. The applicable Terms and Conditions shall be those in effect on the date the Order is placed.
- 2.4. In the absence of express acceptance by the Client, any condition to the contrary shall be unenforceable against the Company, regardless of the time at which it may have been brought to the Company's attention.
- 2.5. The fact that the Company does not take advantage at a given time of any provision of these GTC, cannot be interpreted as a waiver to take advantage later of any provision of these GTC.

3. ORDER AND EXECUTION OF THE SALE

- 3.1. The Company offers the Customer three types of orders, namely :
 1. An order which is the subject of a detailed quotation from the Company and which is sent to the Client (hereinafter the "Quotation");
 2. An order in the form of an online reservation of Products through the Site at the price indicated on the Site;
 3. An offer to rent the Products.
- 3.2. In the case of a quotation or a reservation, the elements communicated to the Customer include all the information relating to the Products ordered as well as their price and the delivery deadlines and completion of certain services, if applicable.
- 3.3. Any Order placed and signed by the Client is a firm and definitive commitment that cannot be challenged. Only the elements validated by the Company shall be binding upon it.
- 3.4. Modification of the Order by the buyer :

Since orders are final and irrevocable, any request for modification made by the Client is subject to the Company's acceptance.

Modification of the order by the Company:

The Company undertakes to deliver a Product that conforms to the one ordered by the Customer.

The Company may nevertheless make changes to the product or service ordered as a result of technical developments in the field concerned, without compensation to the Client.

4. COLLABORATION OF THE PARTIES

- 4.1. The Client undertakes to accept any discussion with the Company when the latter considers that an exchange is necessary for the proper performance of the services covered by the Contract.
In general, the Client undertakes to cooperate fully with the Company in order to place it in the best possible conditions to perform the services and deliver the Product(s).
In this respect, the Client acknowledges that its involvement and cooperation are necessary to ensure the proper performance of the Contract by the Company.
- 4.2. The Parties agree to cooperate in order to ensure the proper performance of this Agreement and in particular to provide each other with any information, login and password, or any other document useful for the proper performance of the Agreement by the Company. The supply of the aforementioned items must be made as soon as possible upon request so as not to delay the delivery and installation of the Products.
- 4.3. In the event of the occurrence of an event likely to delay the performance of the service, the Party concerned by the event shall notify the other Party without delay by any means of communication appropriate to the urgency of the situation.
The Client may not blame the Company for a delay in the performance of the service if it delays or refuses to communicate information essential to the performance of the service. Furthermore, the Client is informed that this may result in additional costs that it must bear as specified herein.
- 4.4. In the absence of cooperation between the Client and the Company, the Client may not hold the Company responsible for any failure to perform the services provided for herein.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1. Given the nature of the Products sold and offered by the Company, the Client acknowledges and accepts that it is subject to an obligation of cooperation with the Company.
In this respect, the Client acknowledges that it is subject to an obligation of result with regard to the requests addressed to it by the Company for the purpose of enabling the latter to perform the services ordered by the Client. The Client's cooperation with the Company is thus a determining factor in the proper execution of the services.
- 5.2. In this respect, the Client acknowledges and accepts the content of the pre-contractual information communicated to it by the Company prior to acceptance of the present contract and which is accessible here.
Thus, the Client is informed that it is its responsibility to prepare the land on which the Products ordered from the Company will be delivered and installed.
In particular, the Client shall:

- Ensure and assume both technically and financially the preparation of the land for the installation of the Product being specified that it is responsible for the choice of the location of the installation of the Product which must at least be a well-lit, accessible and non-floodable area given the nature of the Product. This includes the leveling of the ground.
- Provide a 220V power supply with the sheath, wiring or trenching specifically designed for outdoor conditions. Note that the power supply must be directly from an electrical panel equipped with a 30mA differential circuit breaker.
- Provide a sufficiently accessible water supply in the immediate vicinity of the Product to allow for efficient and optimal supply of the Product's basins.
- If solar panels are to be installed, specifically study the location to allow for optimal use of the solar panels.
- Ensure that it complies with all town planning regulations and that it has obtained all administrative authorizations, if applicable.
- Allow the access to the delivery truck of the Product by providing an access road of at least 3.80 meters wide asphalted or concreted, which excludes stone or earth roads. In addition, the unloading area must be arranged to provide for the unloading of the Product. This area must not be covered with gravel, otherwise unloading cannot be carried out and will be at the expense of the Customer.

- In case of subscription to the installation service, provide a storage solution for the Product within 20 meters of the installation area of the Product. Otherwise, the installer will decide whether or not to take on the additional handling.
- 5.3. In addition, the Client shall communicate and provide the Company with any information likely to enable the proper performance of the services in order to enable the Company to understand its needs and requirements.
- 5.4. In the event of a defect in the preparation of the ground (flatness, geometry, granularity of the concrete, external run-off), the Company accepts no responsibility for the presence of water in the greenhouse in the event of bad weather. Also, the normal environment of the greenhouse includes condensation, humidity and splashes which do not affect the operation of the equipment.
- 5.5. The Client shall also make available any material or element of a nature to enable the Company to perform its obligations.
- 5.6. In the case of installation by the Customer's own means, a qualification questionnaire enables the Customer to validate his installation skills. To assist the Customer, support is available by e-mail, Teams messaging service and a telephone call slot with the teams. In the event of significant difficulties during installation (breakage, lack of tools or technical skills, etc.), the Company reserves the right to re-invoice damaged elements or additional services.
- 5.7. The Customer may be invited to participate in product development programs. The Company cannot give any guarantee of results or delivery dates for material under development.
- 5.8. In addition to the above obligations, the Client also undertakes to pay the agreed price on time.

6. DELIVERY TIME

- 6.1. The Company undertakes to comply with the delivery time stipulated in the schedule and indicated to the Client in the Quotation.
- 6.2. The Company undertakes to inform the Client of the occurrence of any event likely to have a negative impact on the delivery time of the service.
- 6.3. The date of receipt of the goods by the Client is considered essential by the Client. The Company accepts this date as the deadline for delivery of the goods and believes that the time frame provided in the schedule is sufficient to deliver.
- 6.4. Notwithstanding the foregoing, the Company shall not be obliged to comply with the said schedule in the event of an event of force majeure as defined in case law and by Article 1218 of the Civil Code, which would make it impossible to meet the deadlines. This includes in particular any event characteristic of an epidemic or pandemic.
- 6.5. Furthermore, the Client acknowledges and accepts that the deadline announced by the Company can only be met if the Client's obligations are fulfilled, in particular the obligations concerning cooperation and collaboration between the Parties.

7. PRICE AND PAYMENT CONDITIONS OF THE ORDER

- 7.1. The prices are mentioned on the Quotation or on the Site in the descriptions of the Products, in euros and exclusive of tax and all taxes.
- 7.2. The total amount is indicated in the summary in the Quotation or on the Site, before the Customer accepts these GTC, validates his Order. This total amount is indicated including all taxes.
- 7.3. The Product Order shall be payable in euros. The payment terms shall be specified by the Company on the Site or the Quotation according to each situation.
- 7.4. Except in the case of special conditions related in particular to the rental offer, payment includes a 30% deposit at the time of the Order and the balance upon delivery.
- 7.5. The Company reserves the right to suspend or cancel any execution and/or delivery of an Order, regardless of its nature and level of execution, in the event of non-payment or partial payment of any sum due by the Client to the Company, or in the event of a payment incident for an Order.
- 7.6. In addition, any delay due to poor preparation by the Client or failure to meet its obligations will be invoiced at a rate of 150 euros (including tax) for each additional half-day of work, which the Client expressly accepts.

- 7.7. If the Company is obliged to provide after-sales service due to missing or defective parts, it is necessary to have obtained the full balance of payment from the Customer. Any withholding of payment by the Client shall be considered as late payment (see Article 8).
- 7.8. Furthermore, if the Client intends to benefit from a financing solution offered by a partner of the Company, the Company will transmit the required information to this partner. The financial partner, which is independent of the Company, will study the Client's request and inform the Client whether or not to grant such a payment facility. The Company shall not be held responsible for any refusal of financing.

8. LATE PAYMENT

- 8.1. Any sum not paid on the due date shall be subject, without prior notice, to late payment interest equal to three times the legal rate as well as the recovery of a fixed sum of 40 euros. This legal interest rate is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points (in accordance with Article L.441-10 of the Commercial Code).
- 8.2. The Company reserves the right, when the agreed price is not paid on the due date, either to request the execution of the sale or to terminate the Contract by registered letter with acknowledgement of receipt and to retain, as compensation, the deposit paid on the Order.
- 8.3. In addition, the Company may also decide to suspend the services and delivery of the products until payment of the price agreed between the Parties.

9. CUSTOMER SERVICE

- 9.1. For effective resolution of the various situations of use of the Product, the Customer is invited to refer first and foremost to the WIKI online documentation (uses, notices and known incidents, video tutorials, webinars) and to the channel dedicated to Support on Teams.
- 9.2. The Company's customer service department can be reached during office hours using the following contact details:
 - Email: support@myfood.eu
 - Telephone: +33 3 67 37 00 56
- 9.3. Incidents are best handled through a dedicated portal: [PORTAIL SUPPORT CLIENT](#)
- 9.4. The customer service commits itself to taking charge of an incident within 72 hours following its reporting.
- 9.5. Requests to the customer service concern only the use of the products in the recommended and documented provisions.
- 9.6. The Company undertakes to implement the appropriate means to resolve an incident according to its criticality. The Client undertakes to transmit all useful information and realize requested actions for the resolution of an incident. The intervention of a third party not initiated and validated by the Company will imply a complete cancellation of the warranty and support on the products.
- 9.7. The Company reserves the right to requalify an incident if it has a minor impact on the proper functioning of the greenhouse and its accessories. Also, depending on the criticality of the incident, the Company may suggest repair and replacement actions to the Customer. In the event of a major malfunction induced by an established product defect or a problem related to the installation, an on-site intervention will be proposed with the best diligence. During the intervention, if it is found that the defect noted was caused by an element outside the coverage of the legal guarantee (assembly error by the Customer, lack of maintenance, misuse outside of recommendations, use of third-party product, apparent damage, etc.), the Company reserves the right to re-invoice the service to the Client.
- 9.8. The tone of the exchanges between the Customers and the services of the company is intended to be constructive, respectful, and benevolent. In the event of inappropriate behavior (untimely call, repeated solicitation on different inappropriate communication channels, damage to the reputation of the company, etc.), the Company reserves the right to cancel this Contract, its support, its service and its guarantees as well as to carry out all legitimate actions of reparation and compensation.
- 9.9. Telephone appointments for agronomic and technical support concern the resolution of advanced situations (cultivation management, major incident in the greenhouse). The purpose of these calls is not training in the basic uses of the greenhouse (starting, cycling, getting started). These training elements are available in the starter kit as well as on dedicated platforms (WIKI, training videos on

- YouTube).
- 9.10. The Customer has a follow-up for the sending of his parcels by courier. The Company cannot be held responsible for any delay or logistical incident of its various service providers. The follow-up or modification of the delivery instructions is the responsibility of the Customer by direct communication to the Company's service providers.
 - 9.11. Home delivery of equipment, consumables, plants and fish is offered for the following countries: France, Belgium, Germany, Luxembourg, Netherlands, Austria, Spain, Portugal.
 - 9.12. Relay point delivery of equipment, consumables, plants and fish is offered for the following countries: France, Belgium, Luxembourg. For shipments of after-sales service equipment outside these areas, an ad-hoc service will be systematically invoiced to the customer.
 - 9.13. Deliveries of spirulina plant and strain kits take place after the installation of the greenhouse and its equipment.
 - 9.14. For Switzerland, the delivery of consumables essential to operation is not authorized: the Customer must provide a delivery address in France or Germany to benefit from this service.

10. LEGAL AND COMMERCIAL GUARANTEES

All services and products offered by the Company are subject to the legal guarantee of conformity provided by law, and in particular articles L.217-4, L.217-5 and L.217-12 of the Consumer Code, and to the guarantee of hidden defects provided by articles 1641 and 1648, first paragraph, of the Civil Code :

Article L.217-4 of the French Consumer Code: "The seller delivers goods that conform to the contract and is responsible for any defects in conformity existing at the time of delivery.

He is also responsible for defects in conformity resulting from the packaging, the assembly instructions or the installation when the latter was made his responsibility by the contract or was carried out under his responsibility".

Article L.217-5 of the French Consumer Code: "The goods conform to the contract:

1° If it is fit for the purpose usually expected of a similar good and, if applicable :

- if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model ;

- if it presents the qualities that a purchaser can legitimately expect taking into account the public declarations made by the salesman, by the producer or by his representative, in particular in publicity or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.

Article L.217-12 of the French Consumer Code: "The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods".

Article 1641 of the Civil Code: "The seller is bound by the warranty for hidden defects in the thing sold that make it unfit for the purpose for which it was intended, or that so diminish this use that the buyer would not have acquired it, or would have given only a lower price, if he had known about them.

Article 1648 of the Civil Code, first paragraph: "The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect".

It is specified for all practical purposes that the Company cannot be held responsible for any malfunction of the products or services related to the use of third-party tools and software over which it has no control.

11. RESPONSABILITY

- 11.1. The Company shall take all appropriate measures to ensure that the products and services are provided to the Client in optimal conditions. In case of imponderable external hazards impacting the greenhouse functionalities (punctually extreme climate, total absence of water, disconnection of the electrical network, momentary or permanent loss of connectivity, etc.), the responsibility of the Company shall not be engaged. Furthermore, the Company shall not be held liable for any failure to perform or improper performance of all or part of the services provided for in the contract, which is attributable either to the Client, or to the unforeseeable and insurmountable act of a third party outside the contract, or to a case of force majeure. More generally, if the Company's liability were to be incurred, it could not under any circumstances agree to compensate the Client for indirect damages or damages whose existence and/or quantum would not be established by evidence.
- 11.2. It is expressly stipulated that the Company shall not be held liable in any way whatsoever in the event that the Client's computer equipment or electronic mailbox rejects, for example due to anti-spam software, the electronic mail sent by the Company, including but not limited to the copy of the payment receipt, the Order summary or the shipment tracking e-mail.
- 11.3. The Client agrees to take cognizance of and follow the recommendations and maintenance actions provided by the Company in the context of the use of the equipment. In order of importance, these recommendations are given by: the Company's support team (call to agronomists, response by email, direct response on dedicated platforms), the online documentation of the WIKI collaborative encyclopedia, the recommendation sheets of the starter kit, automatic advice from the HUB platform.
- 11.4. The Customer undertakes to implement the maintenance actions necessary for the proper functioning of the products over time. Some elements of the greenhouse are subject to normal wear and tear with its use (wood, moving parts, electronic components, batteries). The Company will not be able to guarantee a suitable quality of service for its Products (production yield, nutritional value, preservation of equipment) without the rigorous and active involvement of the Customer in all the above actions.
- 11.5. The Customer undertakes to act as a user and then potentially as a contributor depending on how well he/she uses the Products validated by the support teams.
- 11.6. The Customer agrees to remain respectful and benevolent in all his exchanges with the Company and its representatives (phone call, email, interaction on Teams, etc.). Repeated failure to comply with the rules of politeness and good conduct will result in a temporary or permanent exclusion from the community support platforms.
- 11.7. Exchanges on the collaborative platforms are made in mutual respect of the parties and in an open and constructive spirit. The Company cannot guarantee the reactivity or content of the answers produced by the internal support and development teams or active members of the community.
- 11.8. In the event of recourse to the rental offer proposed by the Company in partnership with a financing company, the Company shall not be considered responsible for any loss related to the Products. Indeed, although not the owner of the Products, the Client assumes custody of the Products at its own risk. Thus, any costs related to a claim are to be borne by the Client.
- 11.9. The installation of a platform on screws involves a prior feasibility check carried out by the Customer based on a detailed instruction procedure. In the event that the verification is incomplete or insufficient, the Company may decide to re-evaluate the execution of the site which could lead to a re-invoicing to the Client. The equipment installed complies with state-of-the-art recommendations and standards in terms of sizing. However, the Company cannot provide guarantees or commitments on elements external to its equipment (extreme climate, ground movement, retraction of the earth, presence of water, runoff, etc.).
- 11.10. The Client is fully aware of the provisions of the present article and in particular of the aforementioned guarantees and limitations of liability, essential conditions without which the Company would never have contracted.

12. SPECIAL CONDITIONS RELATED TO THE RENTAL

It is agreed between the Parties that the Product shall be returned to the Company in a normal state of use, taking into account its condition at the beginning of the rental period and the period during which the Product has been rented.

The duration of the rental period is specified at the time of signing the Agreement and may be revised during the rental period by mutual agreement between the Parties.

The Customer shall also insure the Product with an insurance company.

Furthermore, the Client may be liable for any amount related to repairs to be carried out on the Product at the time of its return, which shall be determined by the Company.

Finally, the terms of return will be determined at the end of the rental period by mutual agreement between the Parties.

13. PERSONAL DATA - SECURITY

13.1. In the course of providing the services and delivering the Products, the Company collects personal data from the Clients and in particular the following data:

- names;
- first names;
- e-mail address;
- address;
- phone number;
- details of your correspondence with us, including assistance;

13.2. The Company invites Customers to refer to the Company's privacy policy available [here](#).

13.3. In this regard, Customers are informed that the Company attaches great importance to privacy and takes all necessary measures to ensure the confidentiality and security of Customers' personal data.

Specifically, the Company undertakes to:

- to maintain a double authentication security level,
- to keep the infrastructures up to date, to limit access to the data according to the needs,
- to prohibit the capture of sensitive information,
- to securely manage data backup and restoration mechanisms.

In addition, the Company is committed to:

- Maintain a secure and up-to-date fleet of machines within the entire team.
 - Train team members to detect risky practices (downloading third-party tools, screen sharing, password management, telephone solicitation).
 - Ensure maximum discretion regarding exchanges of personal information.
 - Use secure and standardized means of communication within the team (email client, instant messaging, internal wiki, etc.)
- 13.4. In the course of providing the Products, Customers are informed that they are using a software application on which personal data may be transmitted:
- Data present in the MYFOODHUB application:
 - By default: sensor values, data sending times, user IDs, SIGFOX IDs, approximate GPS coordinates, greenhouse types, options, greenhouse photos.
 - For those who have agreed to share information for visits: phone number, email address, preferred time for contact.
 - Data present in the MYFOODAPP application:
 - Sensor values, data sending times, technical logs

- Data present in the MYFOOD online store :
 - Identifiers, delivery address, cart contents.
- Data present on the internal ERP system :
 - Customer file, orders, invoices, after-sales service communication history.

These applications are secure, and the Company makes the following commitments in this regard:

- To use and share anonymized data (no reference to the identity of Customers or their location, unless implicitly agreed).
 - Protect the integrity and content of the database, secure the platform against potential threats.
- 13.5. Finally, Customers are informed that the Company uses third-party service providers to manage Customer data.

The limited choice of these platforms results from a compromise between their functional aspect and their level of maturity in terms of information security.

Access to these platforms is done internally via a centralized password manager (double security level).

The following platforms are used:

SIGFOX BACKEND - SIGFOX message reception

Data used: SIGFOX message, SIGFOX identifier, anonymized name, Client number

MAILCHIMP - Sending mail campaign

Data used: email, name, first name, customer number

Used data: activity rate on the mail campaigns, activity rate on the actions (button activation)

TYPEFORM - Online form

Data used: content entered in the form (identifier, answers)

GOOGLE ANALYTICS - ADWORDS - Statistics on the MYFOOD.EU website

In a transversal way, we have technical tools allowing to measure the interaction levels on the site in an anonymized way.

Types of interaction measured: number of visitors, pages visited, bounce rate, source of traffic etc.

13.6. Obligations des Clients:

- Customers acknowledge that the personal data disclosed by them is valid, current and adequate;
- Clients agree not to infringe on the privacy, image and protection of personal data of any third party and thus not to disclose to the Company the data of third parties without their consent.

13.7. Pursuant to Decree No. 2011-219 of February 25, 2011 on the retention and communication of data identifying any person who has contributed to the creation of content posted online, the Customer is informed that the host of a site is obliged to retain for a period of one year from the day of creation of content, for each operation contributing to the creation of content

- The identifier of the connection at the origin of the communication;
- The identifier assigned by the information system to the content, which is the object of the operation;
- The types of protocols used for the connection to the service and for the transfer of the contents;
- The nature of the operation;
- The date and time of the operation;
- The identifier used by the author of the operation when he/she has provided it.

13.8. In the event of termination of the Contract or closure of the account, the Hosting Company must also retain for one year from the date of termination of the Contract or closure of the account the information provided when the Customer signs a contract (Order) or when an account is created, namely:

- At the time of account creation: the login for this connection;
- The first and last name or the company name;
- The associated postal addresses;
- The pseudonyms used;
- Associated email or account addresses;

- Phone numbers;
 - The password as well as the data allowing to verify or modify it, in their last updated version.
- 13.9. Customers are informed that only the following persons have access to the data :
- The Company's internal staff
 - The logisticians of ROUTIERS DE L'EST
 - ARSEA receptionists
 - The ODOO consultant of the company OLABS.BE
 - The chartered accountant PLUS-VALUE EXPERTISE and the auditor

13.10. Security

The Client undertakes not to undermine the security of the Site and in general of any element provided or managed by the Company. To this end, it undertakes not to proceed with any fraudulent access and/or maintenance in the Company's information system. The Client may not damage or hinder the Company's information system. Should the Client fail to do so, the Company may take any measure against him/her and, in particular, incur criminal liability under Articles 323-1 et seq. of the French Penal Code.

14. INTELLECTUAL PROPERTY

- 14.1. The Company is the owner of all the elements composing its website as well as all the intellectual property rights on the products marketed.
- 14.2. The present contract shall not entail the assignment and transfer of material and intellectual property relating to the elements and products sold under the Contract and, more generally, all the preparatory design material necessary for the performance of the services and the sale of the products.
- 14.3. In particular, all intellectual property rights relating to drawings, models, sketches, calculations and other work performed by the Company shall remain the exclusive property of the Company.
- 14.4. Notwithstanding the foregoing, the Company only authorizes the Client to use the items described above in connection herewith. Such parts may not be copied by the Client or through third parties without the Company's permission.
- 14.5. Finally, it is reminded that the Company holds all rights to the terms "MYFOOD" as well as to the elements of its website myfood.eu.

15. NEWSLETTER

By expressly agreeing to this by accepting the present contract, the Client accepts that the Company can send him, at a frequency and in a form determined by the Client, a newsletter that can contain elements related to its activity.

16. MAJOR FORCE

Neither Party shall be liable for its delay or failure to perform its contractual obligations if such delay or failure is due to the occurrence of an event beyond its control, which could not reasonably be foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures.

Each Party shall inform the other Party, without delay and by registered letter with acknowledgement of receipt, of the occurrence of such an event when it considers that it is likely to compromise the performance of its contractual obligations.

In the event of the occurrence of such a case of force majeure, the performance of this Contract shall be suspended until the disappearance, extinction or termination of the case of force majeure. However, if the force majeure continues beyond a period of thirty (30) days, the Parties shall meet to discuss a possible modification of the Contract.

The deadlines provided for in this Contract shall be automatically postponed according to the duration of the force majeure event.

17. TERMINATION

- 17.1. In the event that one of the Parties fails to comply with one of its essential obligations, the other Party may, in the event of formal notice by registered letter with acknowledgement of receipt remaining unsuccessful, terminate the Contract by operation of law without any other particular formality and without prejudice to any claim for damages.
- 17.2. The notice of default shall specify a reasonable period of time within which the defaulting Party shall remedy the non-performance or improper performance of the essential obligation that is the subject of the notice of default. On pain of nullity, the notice of default shall imperatively mention the present resolutive clause.

18. NO RIGHT OF WITHDRAWAL

- 18.1. The Customer acknowledges and accepts that the Products are custom-made according to the Customer's specifications.
- 18.2. Also in application of article L.221-28 of the French Consumer Code, the Customer is informed and accepts that he/she will not be able to benefit from a right of withdrawal concerning Products made to the Customer's specifications or clearly personalized.

19. APPLICABLE LAW AND JURISDICTION

- 19.1. These terms and conditions shall be governed by and construed in accordance with the laws of France, without regard to the principles of conflict of laws.
- 19.2. In the event of a dispute arising out of or in connection with the interpretation and/or performance of these GTC, the customer and the company shall use their best efforts to reach an amicable settlement of their dispute.
- 19.3. Individual consumers are informed that they may refer to the consumer ombudsman.
- 19.4. In the event of failure of this attempt at amicable settlement, the parties intend to submit the dispute to the exclusive competence of the competent courts of the jurisdiction of the court of appeal of Strasbourg with regard to the professionals. With regard to private individuals, the provisions of the code of civil procedure will apply.

Reservation of ownership

The Client acknowledges without reservation that the Company retains ownership of the products delivered until full payment has been made, i.e., until the Company has received all sums due. Thus, in case of recourse to a financing solution, the Client is not the full owner of the Product until full payment of the price.

In the event of non-payment on the due date, the Company reserves the right to take back the delivered goods without further formality. The goods shall then be returned immediately to the Company at the expense and risk of the Client, who shall be obliged to do so, upon request. If the Products delivered by the Company have already been resold by the Client and have not been paid for, the Company shall automatically acquire the Client's corresponding claim against the successive client. All goods in stock at the Client's premises shall be presumed to be unpaid goods to the extent of the amount due.

The Company reserves the right to reclaim the delivered goods in accordance with the provisions of the Commercial Code, including in the event of the Client's receivership or liquidation.

The foregoing stipulations are without prejudice to what is agreed above with respect to the transfer of risks. The Customer shall thus be held solely responsible for all risks of deterioration, loss, partial or total destruction, regardless of the cause of the damage, even if it is a fortuitous event or major force.

The Client undertakes to inform any third party, in particular in the event of seizure, of the fact that the products subject to the reservation of title clause belong to the Company, and to inform the Company immediately of any seizure or similar operation.