

15/12/2020

**GENERAL TERMS AND CONDITIONS
OF SALE ("T's & C's")
MADE BETWEEN PROFESSIONALS
NOT CONCLUDED ONLINE**

**ARTICLE 1 - DEFINITIONS AND SCOPE OF
APPLICATION OF THE TERMS AND
CONDITIONS**

1.1 Définitions

"Company", "SOFRIGAM", "we", "us": refer to the company SOFRIGAM, Société par Actions Simplifiées (SAS), registered in the Nanterre Trade and Companies Register under number 312 235302 (intra-community VAT FR04 312 235 302), whose head office is located at 1 rue de l'Union in Rueil Malmaison (92500), France.

"Customer", "you", "Professional Customer", "Professional": refers to any natural or legal person, public or private, interested in the Products, who acts within the framework of his commercial or professional activity, including when acting in the name of or on behalf of a third party.

"Consumer Customer": refers to any natural person placing an order on SOFRIGAM's Sites by acting for purposes which do not fall within the scope of his or her commercial or professional activity.

"Terms and Conditions" or "T's & C's" or "The Present": refers to the present General Terms and Conditions relating to Sales.

"Contract" or "Agreement": refers to any agreement concluded between SOFRIGAM and the Customer relating to the Sale of Products. Unless specifically provided otherwise, the present T's & C's are applicable to it.

"Product", "Item": shall designate any item or good marketed by SOFRIGAM, whatever the product range and brand names involved, in particular the SOFRIGAM and COLDWAY ranges. They are presented on the Group's Websites.

"The Website(s)", "the Website(s)", "the Site(s)": refer to the various SOFRIGAM Internet Sites, hosted in particular at the following addresses: sofrigam.com; coldway.com.

"Sale(s)": refer to all operations relating to the marketing of the Products, or the provision of services relating to sales, concluded between the Customer and SOFRIGAM, as well as all acts prior, concomitant or subsequent to these, such as orders, acknowledgements of receipt of orders, estimates, offers, quotations, whether verbal or written, as well as deliveries, transport, returns, guarantees or possible complaints.

1.2 Scope of application of the Terms and Conditions :

The purpose of the present Terms and Conditions is to determine the rights and obligations of the parties within the framework of the Sale, not concluded online, of all SOFRIGAM Products.

These T's & C's are therefore applicable to all operations relating to the said Sales, as defined herein.

They exclude the Customer's general and special terms and conditions and/or any other terms and conditions, the application of which could be claimed. Only a specific Contract or Agreement allows for derogation from them. If a Customer does not first request such an Agreement from SOFRIGAM, which could give rise to the consideration of conditions other than those set out herein, the Customer may not invoke such conditions.

SOFRIGAM reserves the right to modify the present General Terms and Conditions. This modification will only apply to Sales concluded in the future, without affecting those in progress. Unless it can be demonstrated that a other version than the present Terms and Conditions or those appearing on the Sites is applicable, the version available on the Sites will apply.

These Terms and Conditions are also accessible in paper or electronic format, on simple request by telephone, e-mail or post, whose contact details are available on the Sites.

ARTICLE 2 - PRODUCTS

2.1 Description of the products

SOFRIGAM presents on the Site the Products as well as their detailed descriptions contained in the Product Sheets offering the Customer the possibility of finding out the essential characteristics of the Products he wishes before taking a definitive order.

SOFRIGAM will make its best efforts to ensure that the external characteristics of the Products delivered, such as the colour and pattern of the Products whose photos are displayed on the Site, are faithful to the original Products. It is possible that the accessories of certain Products may change in color and shape, which will not substantially affect the quality of the Product.

However, in view of the way in which the Products are presented on the Internet, it is possible that the impression perceived by the Customer of the photographic representation of the Products may not correspond exactly to the Product itself. Consequently, the parties agree that the illustrations or photos of the Products offered for sale and displayed online have no contractual value.

2.2 Product prices

All the prices of the Products offered are expressed in euros, excluding taxes and participation in processing and shipping costs. These prices, processing and shipping costs are available to Customers and can be consulted on the Sites or on request.

SOFRIGAM reserves the right to modify its prices at any time, but undertakes to apply the prices in force at the time the order is placed, subject to the availability of the Products on that date.

The Customer is informed that processing and shipping costs will be charged in addition to the price of the Products and that they will be indicated on the order summary and the order

confirmation email. They will be added to the total price of the order.

When the Products are shipped outside the European Union or to the French Overseas Departments and Territories, the price is calculated excluding taxes. The Customer must provide for the addition of any customs duties, import duties or other local or State taxes which will be charged to the Customer and will be his responsibility. The Customer must therefore check in advance with the corresponding local authorities to find out the procedure to follow and the costs to be paid.

ARTICLE 3 - PRODUCT ORDER PROCESS

3.1 Ordering a Product

SOFRIGAM will only be bound after written acceptance of the order.

The Order Confirmation will specify : the identity and contact details of the Customer, the Customer's reference and, if applicable, the reference of the framework agreement under which said order is placed, the designation and catalog references of the products chosen, the number of unit(s) per Product, the unit price excluding taxes, the total price excluding taxes, the total price including taxes, the rate and amount of the applicable taxes, the terms of payment (method and due date), the terms of delivery (place, date and transport costs) and any special conditions desired by the Customer and accepted by SOFRIGAM (conditions relating to transport, installation of the products, etc.).

The data mentioned on the order form (in particular the price and the technical specifications) have priority over all other information, whether advertising or not. The benefit of the order is personal to the Customer and cannot be transferred without SOFRIGAM's agreement.

3.2 Payment of the product

3.2.1 Payment

An invoice is drawn up for each delivery and issued at the time of delivery. SOFRIGAM will send all invoices to the billing address expressly indicated by the Customer.

Any change of invoicing address must be notified to SOFRIGAM by registered letter with acknowledgement of receipt at least 30 (thirty) days before the change becomes effective.

Invoices are paid by the Customer by transfer to SOFRIGAM's account.

Unless other agreements, payment of order shall be made within thirty (30) days from the date of issue of the invoice. SOFRIGAM reserves the right to request payment in advance or a deposit in a certain number of cases, in particular for new customers and customers located outside the European Union.

3.2.2 Methods of order execution by SOFRIGAM

Delivery is carried out in accordance with the terms agreed upon at the time of the order either by direct delivery to the Customer, or by

simple notice of availability, or by delivery to a shipper or carrier on SOFRIGAM's premises. The Customer may choose to take charge of the delivery of the Products ordered, by himself or by any carrier of his choice, in which case he takes full responsibility for them ex works.

If the Customer uses SOFRIGAM's delivery service, he will be invoiced for the transport costs of the ordered products mentioned on the Order Confirmation. These costs will have to be paid at the same time as the price of the Products, according to the terms and conditions set out on the Order Confirmation, and in compliance with the conditions of this article.

3.2.3 Refusal of the order by SOFRIGAM

SOFRIGAM reserves the right to refuse any order or any delivery in the event of an existing dispute with the Customer, in particular following the Customer's failure to comply with the obligations subscribed to under the terms of the present Terms and Conditions (in particular in the event of a payment incident) without prejudice to any damages that SOFRIGAM may request; or for legitimate reasons.

ARTICLE 4 - PRODUCT DELIVERY

4.1 Delivery Time of the Products

Delivery times are specified on the Order Confirmation. The Products will be delivered to you following the dispatch of the acknowledgement receipt of your order in the form of a PDF document.

Deliveries are only made according to availability and in order of arrival of commands. SOFRIGAM is authorized to carry out deliveries in a global or partial manner. The delivery times indicated are given as an indication and are not guaranteed. A delay in the delivery of Products and/or Services may not give rise to compensation, nor to the revocation or modification of the order. However, SOFRIGAM undertakes to make every effort to respect the agreed delivery date and to inform the Customer of any possible delay.

The "Delivery" or "Reception" of the Products is carried out according to the agreed procedure.

4.2 Risk Transfer :

We remind you that when you (or someone else designated by you) take physical possession of the Products ordered, the risk of loss or damage to the Products will be transferred.

We remind you that, in accordance with the legislation, if you choose another carrier to deliver your order than the one we offer you, the risks of the thing will be transferred to you as soon as we hand over the goods to your carrier.

4.3 Receipt of the Products and Customer's reservations :

Each delivery is deemed to be made as soon as the Products are made available to the Customer by the carrier, as evidenced by the control system used by the said carrier.

It is the Customer's responsibility to check immediately upon receipt of the Products the conformity and integrity of the Products shipped.

It is up to the recipient to check the shipments on arrival and to make any reservations and claims that appear justified in the event of delay, if the Product is damaged, incomplete, or missing.

The Customer must express complete and precise reservations. Any reservation must be confirmed by registered letter with acknowledgement of receipt within three (3) days of receipt.

Any reservation of this type must also be notified to SOFRIGAM, whose contact details appear on the Site, within the same period and in the same form. A copy of the complaint to the carrier must be attached.

4.4 Partial unavailability of the Product

In the event of partial unavailability of the Product, due in particular to the lack of one of the specific characteristics of the Product ordered, such as colour, SOFRIGAM may choose either to delay the delivery date of this product with the Customer's agreement, or to offer a Product with different characteristics or colour.

SOFRIGAM may also choose to cancel the order.

4.5 Total unavailability of the Product

It may happen that we are unable to deliver the desired Product due to a total stock shortage beyond our control.

In this case, we will propose to change your item to another of equivalent price and quality, which will then lead to the cancellation of the order and the issue of a new order acknowledgement by SOFRIGAM.

Cancellation of an order for a product due to its unavailability cannot under any circumstances allow the Customer to cancel the order in its entirety if it relates to other products normally delivered. In such cases, the Customer may not claim any compensation or penalty of any kind, except in the case of proven serious misconduct from SOFRIGAM.

ARTICLE 5 - COSTUMER'S RIGHT OF WITHDRAWAL

5.1 Terms and Conditions of the right of withdrawal

Since the French law n°2014-344 of 17 March 2014, professionals have a "*droit de rétractation*". This right of withdrawal applies to any contract between two professionals concluded off-site, the subject matter of which does not fall within the main field of activity of the Costumer and when the latter does not employ more than 5 employees.

Thus, if you are a company with fewer than 5 employees, having concluded the Contract outside the usual place where SOFRIGAM carries out its activity in the simultaneous physical presence of both Parties or if your main activity is not the one for which you are

contracting with SOFRIGAM, a right of withdrawal of fourteen (14) days is offered to you from the conclusion of the contract for the provision of services or the receipt of the goods purchased.

5.2 Exercise of the right of withdrawal

To exercise your right of withdrawal, you can find it in Appendix 1 to these Presents to be filled and sent to us.

You can exercise your right in two ways:

- By Internet: once you have downloaded and completed the return form, you can send it to our customer service department at the following addresses:
info.us@sofrigam.com (for Americas) and sales.eu@sofrigam.com (for Europe & Row).
 - o We will then send you an acknowledgement of receipt of your decision.
- By registered letter with acknowledgement of receipt (RLAR): once the return form has been downloaded and filled in, you can send it to our after-sales service by LRAR at the following addresses: 2600 E. Santa Gertrudis St. Kingsville, TX 78363 (For Americas) 1 rue de l'Union, 92565 Rueil-Malmaison Cedex - France (For Europe & Row)

5.3 Return of Products

Following your notification of the decision to withdraw, you must return your Product to us

as soon as possible, within a maximum of fourteen (14) days.

Returns must be made, at 98 Allée du Danemark 62118 MONCHY LE PREUX - France in their original condition and complete (packaging, accessories, instructions, etc.) so that they can be re-sold in new condition, accompanied by the purchase invoice.

The exercise of your right of retraction is and remains free of charge. However, the cost of returning the Product to us is at your expense.

Once we have received the good that you have returned to us, our quality department will examine the Product and if it is not damaged or incomplete, we will proceed to a full refund of your order within fourteen (14) days.

This refund includes :

- The price of your Product
- Delivery costs, *only* if you have chosen a classic delivery. In accordance with the legislation in force, the delivery costs are not refunded if you have chosen a delivery more expensive than the standard method we offer.

The exercise of the right of withdrawal terminates the mutual obligations of the parties to perform the concluded contract.

ARTICLE 6 - LEGAL RESERVATIONS

6.1 Terms and conditions of product returns

Without the scope of the right of withdrawal, no returns will be accepted without SOFRIGAM's prior written agreement. In any event, Products and/or Services ordered and returned or refused by the Customer will be invoiced normally. Any costs or damage caused to SOFRIGAM due to a return or refusal are to be borne by the Customer, unless the Customer demonstrates that Products and/or Services concerned were not in conformity with the contractual agreement and without prejudice to SOFRIGAM's prior written agreement. No returns will be accepted after a period of 8 (eight) days following the delivery date. Returned goods must be in the condition in which the supplier delivered them. The costs and risks of the return are always borne by the Customer.

6.2 Consequences of Product takeovers

Without the scope of the right of withdrawal, any return accepted by SOFRIGAM will lead to the establishment of a credit note in favour of the Customer, after qualitative and quantitative verification of the returned Products; returns which do not comply with the above procedure will be sanctioned by the loss for the Customer of the deposits he has paid.

6.3 Late or default in payment

In the event of late or non-payment, SOFRIGAM may suspend all current orders, without prejudice to any other course of action.

Failure to pay all or part of the payments due on the due date will result in :

- the automatic application of late payment penalties of 3 times the legal interest rate (franch law n°92-142 of 12/31/1992);
- A fixed compensation for collection costs of 40.00€ (according to article D441-5 of the French Commercial Code);
- The immediate payment of all outstanding sums;
- the suspension of all services and deliveries in progress, whatever their level of progress, until full payment of the sums due, including late payment interest and any costs, without prejudice to fair compensation and the right of the service provider, at his discretion, to terminate the contract.

Unless otherwise agreed, the amount of this late payment interest will be automatically deducted from any discounts, reductions or rebates due by SOFRIGAM.

All payments are intended for the settlement of the oldest invoices and will first be charged to interest and costs before the principal is settled. The Customer shall reimburse all costs incurred in the contentious recovery of the sums due, including legal fees. Under no circumstances may payments be suspended or be subject to any compensation whatsoever without the prior written agreement of SOFRIGAM.

Any partial payment will be charged first to the non-preferred part of the debt, then to the sums which are oldest due. A non-payment of more than 30 (thirty) days will be considered by SOFRIGAM as a payment incident

enabling it to refuse any new order from the Customer in the future.

6.4 Retention of title

In accordance with the provisions of articles 2367 to 2372 of the French Civil Code, SOFRIGAM reserves ownership of the Products sold until full payment of their price.

The transfer of ownership of the Products is suspended until full payment of their price by the Customer, in principal and accessories, even when payment terms are granted. Any contrary clause, notably inserted in terms and conditions of purchase, is deemed unwritten, in accordance with article L 624-16 of the French Commercial Code.

By express agreement, SOFRIGAM may enforce the rights it holds under the terms of this retention of title clause, for any one of its debts, on all of its Products in the Customer's possession, the latter being conventionally presumed to be the unpaid ones. SOFRIGAM reserves the right to take back or claim its Products as compensation for all its unpaid invoices, without prejudice to its right to cancel sales in progress.

In this case, any sum paid by the Customer will remain definitively acquired by SOFRIGAM by way of fixed compensation, without prejudice to any other action that SOFRIGAM may be entitled to take against the Customer as a result.

6.5 Cases of immediate termination

Any Sale concluded with SOFRIGAM may be cancelled immediately, and without any other

formality other than the sending of a registered letter with acknowledgement of receipt to the Customer, in the event of cancellation of the order, at SOFRIGAM's initiative and/or with its agreement, for the cases provided for in Articles 3.2.3 to 4.5. above, in which case any deposit paid by the Customer will be returned to him/her within thirty (30) days of the cancellation at the latest.

Similarly, SOFRIGAM, in compliance with the relevant legal procedure, may terminate the contractual relationship in the event of judicial liquidation or early dissolution of one of the parties.

6.6 Penalties for breach of Contract

In the event of non-compliance by one of the Parties with its contractual obligations, the sale contract may be subject to sanctions as provided for in the new Article 1217 of the French Civil Code, which is of public order.

Thus and in application of the said Article 1217 of the French Civil Code, the party towards whom the commitment has not been executed, or has been executed imperfectly, will have the choice, by way of penalty(ies), to :

- refuse to perform or suspend the performance of its own obligation
- continue the compulsory performance in kind of the obligation
- request a price reduction
- cause the contract to be terminated or furthermore claim compensation for the consequences of non-performance.

For the application of these provisions, the injured party must first give formal notice to his co-contracting party by registered letter with acknowledgement of receipt to have to remedy the fact for alleged against him, failing which, after a period of thirty (30) days, the injured party will request one of the aforementioned sanctions, expressly referring to the measure that he intends to apply.

By express agreement, this clause is not applicable in the event of failure by SOFRIGAM to comply with the delivery deadlines for its Products mentioned on the Order Confirmation, in which case the parties agree to apply exclusively the provisions set out in these General Terms and Conditions.

If the Customer is at the origin of the contractual breach, the sums paid by the latter in execution of the contract will remain definitively acquired by SOFRIGAM as compensation for early termination.

If SOFRIGAM is behind the contractual breach, the Customer will be reimbursed all sums paid as a deposit, without any other compensation whatsoever, except in the case of proven serious misconduct.

It is reminded that each of the Parties will be held liable and will not incur any risk of termination on its own fault, if it establishes that the impossibility of fulfilling its obligations is attributable to an unforeseeable, external and insurmountable event or similar cases.

In this case and unless otherwise agreed by the parties, this contract will be suspended for

the duration of this event. It is expressly stated that no Products may be returned without SOFRIGAM's prior written agreement.

ARTICLE 7 - LEGAL WARRANTIES

7.1 Warranty against hidden defects

You may decide to implement the warranty against hidden defects of the item sold within the meaning of Article 1641 of the French Civil Code. This means that if a defect in your item that was not apparent when you received your item subsequently appears, you benefit from certain rights. In this case, you can choose between:

- Resolving the sale, i.e. cancelling it, or;
- A reduction of the sale price in accordance with article 1644 of the Civil Code.

Please note: this guarantee does not cover defects in your Product resulting from inappropriate use you may have made of it.

Thus, if you detect a hidden defect in your Product, you will have 24 months (2 years) to let us know. Please contact us.

You will then be entitled to demand either:

- Cancellation of your order (cancellation of the sale): you can then return the Product to us, and we will refund the price of your order, with a reduction depending on the use you have made of the Product.
- Partial reimbursement of your order: SOFRIGAM will reimburse you up to the seriousness of the defect in your Product.

To exercise this warranty, the Products must be returned to us in the condition in which you received them, together with a copy of the purchase invoice. Products returned by post must be returned in packaging that allows them to be transported in good condition. In this case, the cost of returning the Product will be refunded to you based on the invoiced price and on presentation of the supporting documents.

Any refund that would be made in application of this section 6 of our Terms and Conditions would be made as follows:

- Within thirty (30) days of SOFRIGAM's discovery of the latent defect;
- Reimbursement is made by bank transfer to the Customer's bank account.

7.2 Legal warranty of conformity for non-professional buyers

In accordance with Articles L217-1 et seq. of the French Consumer Code, the legal guarantee of conformity allows you to make a claim, if the Product does not conform to the use usually expected, in the following cases:

- it is damaged, spoiled, excessively stained
- it is poorly packed or there is a problem with the packaging
- it has a defect
- The item is not what you wanted or does not correspond to what you ordered.

- The Article does not present the qualities exhibited by the seller in particular on its Websites.

You will then have 24 months from receipt of the item to exercise your rights.

Here are your rights:

- You can choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L217-9 of the French Consumer Code, i.e. the seller may proceed according to the option you have not chosen if your choice results in a cost that is manifestly disproportionate to the other method, taking into account the value of the Product or the importance of the defect; and
- You are exempted from providing proof of the existence of the lack of conformity of the goods during this two (2) year period.

To exercise your rights, please contact us by simple mail to the following addresses : Sales Department 2600 E. Santa Gertrudis St. Kingsville, TX 78363 (For Americas) or Sales Department 1 Rue de l'Union, 92500 Rueil-Malmaison - France (For Europe & Row)

SOFRIGAM will then proceed to repair your Product if this is possible with our specialised team, or will return a new Product to you. SOFRIGAM reserves the right to assess the problem with your item and will either send you a repaired Product or send you a new one.

However, it sometimes happens that SOFRIGAM is out of stock or cannot repair

your Product. We will then inform you as soon as possible and you will then be able to either:

- Return your item to us for a full refund; or
- Keep your item and get a partial refund.

7.3 Warranty exclusion

The Seller shall not be held liable in the following cases:

- Non-compliance with the legislation of the country in which the Products are delivered, which it is up to the Customer to check,
- Misuse of the Product, negligence, or lack of maintenance on the part of the Customer, such as in the event of normal wear and tear of the Product, accident or force majeure.
- Failure of the battery of the Equipment due to abnormal use,
- Malfunctions of the Equipment related to the electrical network, not adapted or defective,
- Partial or incomplete recharging of the Product,
- Acts of sabotage, strikes, riots, war, fire, theft, flood, or other disasters not inherent to the Matériel,
- Non-compliance with maintenance standards, negligence or fault of the Customer's staff or its employees,
- Failure to notify the Service Provider of the defect within a maximum of 15 days after the occurrence of the defect,
- Abnormal use of the Product,
- Deterioration of the refrigerated box,

- Addition or connection of equipment of another brand,
- Changes in Equipment specifications,
- Use of supplies other than those recommended by the Provider,
- Variations, failures or short-circuit of the electrical network or of the connection of the vehicle where the Equipment is connected,
- Variations, failures or short-circuit of the auxiliary battery system, not dependent on the Equipment,
- Repairs or maintenance carried out by persons not authorized by the Service Provider,
- External interventions or interventions not approved by SOFRIGAM.

7.4 Absence of other warranties

SOFRIGAM offers no other warranty on the Products and Items offered for sale.

ARTICLE 8 - INTELLECTUAL PROPERTY

SOFRIGAM, remains the owner of the rights relating to all the Products that it markets and appearing in its catalogs, commercial documentation and on its Website, the various elements and deliverables that it produces (inventions, creations, studies, reports, etc.), whether visual or sound, including the underlying technology, are protected by intellectual property law.

Trademarks, domain names, or more generally any information relating to intellectual property rights are and remain the exclusive property of SOFRIGAM. The Sale concluded with the Customer does not entail

the transfer of intellectual property rights. Thus, any reproduction, total or partial, modification or use of its Products for purposes other than those for which they have been marketed is strictly prohibited.

Similarly, the trademarks, logos, drawings and models appearing on SOFRIGAM's commercial brochures and on the Site are the exclusive property of SOFRIGAM. Under no circumstances may their disclosure be interpreted as granting a license or right to use any of the said trademarks and distinctive elements protected by copyright. They may therefore not be used under penalty of counterfeiting.

Thus, none of the documents from its catalogs, commercial documentation and its Website may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way whatsoever. However, the Customer may download one copy of the elements of the Site on a computer for his personal use and only for non-commercial purposes, provided that he does not modify the information contained and that he keeps intact all copyrights and other property notices.

The modification of these documents or their use for any other purpose constitutes an infringement of SOFRIGAM's intellectual property rights.

Any placement on a third-party site of a simple link referring directly to the home page of SOFRIGAM's website must obligatorily be subject to prior and express authorization from SOFRIGAM. It will in no case be an implicit agreement of affiliation. On the other

hand, any hypertext link to the site using the framing or in-line linking technique is strictly forbidden. In all cases, any link must be removed on simple request by SOFRIGAM.

In any event, SOFRIGAM remains the owner of the methods, tools and know-how used. It is expressly recalled that SOFRIGAM's particular know-how, which is the result of major investments, is protected by the secrecy and confidentiality to which the Customer, its employees and other persons bound to it by contract are bound. The use made of it by the latter cannot be considered as a disclosure likely to put an end to the protection enjoyed by SOFRIGAM.

The elements appearing on the Site are protected and remain the exclusive property of SOFRIGAM. Any reproduction or distribution of these elements, without prior authorization, exposes offenders to legal proceedings.

ARTICLE 9 - LIABILITY OF SOFRIGAM

The Products offered comply with current legislation. SOFRIGAM shall not be held liable in the event of failure to comply with the laws of the country where the Products are shipped, and their contents delivered. It is up to the Customer to obtain information from the local authorities concerned regarding any restrictions on the importation or use of the Products he intends to order.

In accordance with the legislation in force, SOFRIGAM is not liable in the event of a breach of its obligations as defined herein due to an exclusive act of the Customer or the occurrence of elements having the character

of force majeure, as usually retained by jurisprudence. The performance of SOFRIGAM's obligations is therefore suspended in the event of the occurrence of a case of force majeure which would prevent its performance.

In addition, the following are expressly considered to be cases of force majeure: total or partial strikes, whether internal or external to the company, lock-outs, severe weather, epidemics and pandemics, blockage of means of transport or supply, for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, total or partial blockage of energy sources, particularly oil, or means of telecommunications, the cause of which is beyond the control of the parties.

SOFRIGAM cannot be held liable for any indirect or unforeseeable damage at the time of the order, such as loss of income, loss of customers, loss of image, etc.

SOFRIGAM's civil liability, for any damage resulting from the non-performance or poor performance of its obligations under this contract, is expressly limited, for all causes, all penalties being deducted, including any restitutions which may be ordered, particularly in the event of termination of the contract, to a maximum overall amount equal to the higher of the following sums, either the cumulative amount of Sales made between the Parties over the past year, or twenty five thousand EUROS (25,000 €), regardless of the legal basis of the claim and the procedure used to bring it to a successful conclusion.

ARTICLE 10 - DATA PROTECTION - RIGHT OF ACCESS, RECTIFICATION AND DELETION OF PERSONAL DATA

The information collected on the Customer is subject to computer processing by SOFRIGAM, in its name and on its behalf, the said information being essential for processing orders.

This information and personal data is also kept for security purposes, in order to comply with legal and regulatory obligations.

They will be kept for as long as necessary for the execution of the services ordered and any guarantees that may apply after delivery.

Access to personal data will be strictly limited to the employees of the data controller, who are authorised to process them by virtue of their functions. The information collected may possibly be communicated to third parties linked to the company by contract for the execution of outsourced tasks, without the Client's authorisation being required.

In accordance with the French law no. 78-17 of 6 January 1978 relating to information technology, files and liberties, as amended by the European Regulation ("RGPD") no. 2016/679 and by Order no. 2018-1125 of 12 December 2018, the Customer has the right to access, rectify, erase and make portable the data concerning him/her, as well as the right to object to the processing for legitimate reasons, rights that he/she may exercise by contacting the data controller at the postal or email address mentioned above, enclosing proof of his/her valid identity.

For any questions concerning the present, but also SOFRIGAM's privacy and personal data protection policy, as it appears on our Sites, you may at any time contact our services by sending an e-mail to info.us@sofrigam.com or by sending a letter to the following address Sofrigam1 rue de l'Union, 92565 Rueil-Malmaison Cedex - France.

If you wish to obtain further information on the protection of Personal Data in general, or if you consider that SOFRIGAM has not sufficiently dealt with your queries or rights, you may consult the website of the Commission Nationale de l'Informatique et des Libertés (CNIL) at the following link: www.cnil.fr.

ARTICLE 11 - EVIDENCE CORRESPONDENCE

The Customer declares that the information delivered by him to SOFRIGAM is deemed authentic between the parties as long as no contradictory, authenticated and signed written document is produced which calls this information into question.

Elements such as the time of receipt or transmission as well as the quality of the data received will be taken as proof in priority as appearing on the Contract unless the Customer provides written proof to the contrary.

The Contracts are kept by SOFRIGAM for 5 years after their expiry.

ARTICLE 12 - CONFIDENTIALITY

Any information disclosed by SOFRIGAM to the Customer, one of its affiliated companies,

may not be used or disclosed to a third party. The obligations contained in this article will remain in force during and after the end of the Agreement, and for a period of ten (10) years.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Independence of clauses

If any of the clauses of these General Terms and Conditions, with the exception of the clauses determining the consent of one of the parties, should be declared null and void or inapplicable for any reason whatsoever, the other clauses shall nevertheless remain in force and the parties shall come together to decide, in good faith, on the necessary amendments, so that each of them is in an economic situation comparable to that which would have resulted from the application of the clause declared null and void.

13.2 Assignment

SOFRIGAM reserves the right, subject to prior information of the Customer, to transfer its rights to one of the existing or future companies of the SOFRIGAM group.

13.3 Waiver

The fact that SOFRIGAM does not avail itself at a given moment of any of the clauses of the present document cannot be considered as a renunciation of the right to avail itself of these same clauses at a later date.

13.4 Jurisdiction, claims and applicable law



These Terms and Conditions and the orders relating thereto are subject to French law, to the exclusion of the Vienna Convention or the provisions of private international law which would refer to another system of material law.

In the event of a dispute, the Customer must contact SOFRIGAM's Customer Service Department from Monday to Friday, except public holidays, by telephone on 01 46 68 85 00 or by e-mail info.us@sofrigam.com (For Americas) or sales.eu@sofrigam.com (For Europe & Row) or by post at the following address:

SOFRIGAM CUSTOMER SERVICE
1 Rue de l'Union, 92500 RUEIL-MALMAISON

Subject to the provisions to the contrary of the Code of Civil Procedure, any dispute which may arise in connection with their validity, interpretation or execution and which has not been settled amicably by the parties hereto shall be submitted to the Courts of the registered office of SOFRIGAM, notwithstanding the plurality of defendants, or appeal in warranty, even for emergency or conservatory proceedings, notably by way of summary proceedings or application, unless otherwise provided or expressly agreed by the parties.

See the following Appendix 1
attached

APPENDIX 1 - WITHDRAWAL FORM

This form must be completed and returned only if the Customer wishes to withdraw from the order placed with SOFRIGAM and if he complies with the prerequisites according article 5.1 of the present General Terms & Conditions

For the attention of

SOFRIGAM

1, rue de l'Union
92500 RUEIL-MALMAISON

I hereby give notice of withdrawal from the contract concerning the order of the goods or services below:

- Order from/.../..... (Date)

- Order number:

- Client's name:

- Customer's address :

Date and Signature of the Client (only if this form is notified on paper) :