



GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 – SCOPE

1-1. In accordance with the legislation in force, the General Terms and Conditions of Sale (hereinafter referred to as the "T&Cs") of products (hereinafter referred to as the "Products") or services (hereinafter referred to as the "Services") of the company MC3 are the sole and exclusive basis for commercial negotiations with a Buyer (hereinafter the "Buyer"), hereinafter collectively referred to as the "Parties".

1-2. In the absence of a written agreement, any order received implies the unreserved acceptance of the MC3 T&Cs by the Buyer and his/her full and complete acceptance of these T&Cs which take precedence over any other document of the Buyer, and in particular over any General Terms and Conditions of Purchase.

Consequently, the placing of an order by a Buyer entails the latter's unreserved acceptance of these T&Cs, unless specific conditions are agreed in writing by MC3 to the said Buyer.

1-3. The fact that MC3 does not avail itself, at a given time, of one or more of the provisions of these T&Cs, cannot be assimilated to a waiver, MC3 always remaining free to demand their strict application.

ARTICLE 2 – LEGAL AND REGULATORY AUTHORISATIONS

2-1. The Buyer undertakes to obtain from the competent authorities all the official documents necessary for the acquisition of the Products as well as the necessary authorizations for the import at the place of shipment and any transit to the place of final destination.

2-2. MC3 is entitled to ask the Buyer before any sale for all official documents, valid and certifying that it is authorised to receive the Products.

2-3. The Buyer is responsible for the nature and quantities of Products that he/she orders, in particular with regard to the maximum quantities he/she is allowed to receive or store in his/her own warehouses.

2-4. The Buyer undertakes, in the exercise of his activity, to comply with the laws and other texts applicable in the territory where the goods are destined.

2-5. In the event of default by the Buyer in any of its obligations, it shall bear all costs incurred.

ARTICLE 3 – OFFER

3-1. Any offer of Products or Services offered by MC3 remains valid for the duration provided for therein.

3-2. With regard to the Products, the validity of the offer is subject to the maintenance by the carrier of its own conditions and the issuance by the competent authorities of export and import authorisations.

ARTICLE 4 – ORDER

4-1. The fact of placing an order implies the Buyer's full and unreserved acceptance of these T&Cs.

4-2. Orders received from the buyer or transmitted through MC3's sales network will only be considered accepted to the extent that they are the subject of an agreement by MC3.

4-3. In the context of Transaction by Electronic Data Interchange (E.D.I.) operational and accepted by MC3, the Buyer may transmit his order by E.D.I.

4-4. The date of this receipt will constitute the starting point of the contractual obligations of the company MC3, and of the contractual deadlines for the delivery of the products provided for in the order.

4-5. The profit of the order is personal to the buyer and cannot be transferred without the agreement of MC3.

4-6. Orders sent to MC3 are irrevocable for the Buyer, unless accepted by MC3.

4-7. Any request for modification or cancellation of the order by the Buyer may only be taken into consideration if it has been received in writing by MC3 before the shipment of the Products. In the event of modification of the order by the Buyer, MC3 will be released from the agreed deadlines for its execution.

ARTICLE 5 – PRICES

5-1. The prices of the Products and Services are exclusive of taxes.

5-2. The prices of the Products are in accordance with INCOTERMS CCI 2010 as defined in the order.

5-3. Goods are invoiced at the rate in effect on the day of dispatch for orders.

5-4. The minimum flat rate of invoicing is 1500 euros excluding VAT, for a single delivery, in a single place and a single invoice. For orders below this amount, a 25 euro processing fee will always be applied.

5-5. As they are set according to current economic conditions, MC3 reserves the right to modify them at any time, subject to informing the Buyer, in particular in the event of fluctuation in these conditions or to take into account the general evolution of prices, competition, production costs of the Products, or in the event of an increase in the cost of raw materials and/or the cost of transport. Any fare changes will be immediately applicable on the date indicated on the new fare.

5-6. Subject to certain taxes that are not the responsibility of the export customer, namely the Ecotaxe and the Sorecop, all taxes, duties and fees originating on or outside French territory are the responsibility of the Buyer.

ARTICLE 6 – INVOICING AND PAYMENT

6-1. At least one invoice will be issued for each delivery. The invoice date for the Products shall be deemed to be the starting point of the due date for payment.

6-2. MC3's invoices are payable according to the payment terms specified on the invoice, unless otherwise specified, but always in accordance with Article L441-6 of the French Commercial Code as amended by Ordinance No. 2017-484 of 6 April 2017.

6-3. If payment is made in fixed instalments, the average period must remain less than or equal to 60 days net.

6-4. Payment is made in cash, by cheque or bank transfer within 10 days, date of delivery, subject to MC3's acceptance of an extension of time. In accordance with Article L.512-8 of the French Commercial Code, payment by promissory note will only be possible when it has been expressly provided for and accepted by MC3 and mentioned on the invoice. In the event that this method of payment has been chosen, if the promissory note has not reached MC3 within 30 days of the invoice being sent at the latest, MC3 will issue a bill of exchange which the Buyer is then required to accept in accordance with the conditions set out in the penultimate and last paragraphs of Article L.511-15 of the French Commercial Code.

6-5. Any amount not paid by the due date will result in the immediate payment of all outstanding sums, regardless of the method of payment provided, and will result in the payment by the Buyer of penalties set at five times the legal interest rate.

6-6. Pursuant to Article L.441-6 of the French Commercial Code, these penalties are payable by operation of law, upon receipt of the notice informing the Buyer that MC3 has debited them. Failure to pay a draft on the due date will result in the forfeiture of the term for all of MC3's receivables.

6-7. In addition to late payment compensation, any sum, including the advance payment, not paid by its due date will automatically result in the payment of a fixed indemnity of 40 euros due in respect of recovery costs pursuant to Articles 441-6, 1 paragraph 12 and D. 441-5 of the French Commercial Code.

6-8. In the event of a payment incident, the Parties agree that their reciprocal claims for sums of money will be set off against each other by operation of law and without formality, whether or not the conditions of legal set-off are met.

ARTICLE 7 – TAXES

The Reseller shall pay all applicable taxes and pay the amount specified in each invoice without any compensation or deduction. No withholding tax can be deducted unless there is a formal prior agreement between the two parties. It is the responsibility of the reseller to withhold and pay withholding taxes to the relevant tax authority. In the event that an agreement is reached between MC3 and the reseller to apply a deduction, the



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terms and conditions must be defined prior to delivery. In particular, the copy of the withholding tax certificate issued by the tax authorities must be sent to MC3 within one month of invoicing.

ARTICLE 8 – TERMS OF DELIVERY - INCOTERMS

8-1. Delivery may be provided by a carrier.

8-2. The transfer of risk on the goods sold by MC3 is understood in accordance with the defined incoterms.

8-3. It is the Buyer's responsibility in the event of damage to the delivered products or shortages to make all reservations with the carrier. Any product that has not been the subject of reservations by registered letter with acknowledgment of receipt within three days, excluding public holidays, following that of receipt from the carrier, in accordance with Article L.133-3 of the French Commercial Code, and a copy of which is sent simultaneously to MC3 will be considered as accepted by the Buyer.

8-4. Without prejudice to the measures to be taken by the Buyer vis-à-vis the carrier as described in Article 7-3, in the event of apparent defects or non-compliant or missing products, any claim relating to the products delivered will only be accepted by MC3 if it is made by registered letter with acknowledgment of receipt, within 5 days after receipt of the products. It is the Buyer's responsibility to provide all justifications as to the reality of the defects, anomalies, non-conformity or shortcomings found. No return of goods may be made by the Buyer without the express written consent of MC3. The Buyer can then only request the replacement of the non-compliant goods or the supplement to be made to make up for the shortages or the reimbursement of the said products, without the latter being able to claim any compensation or damages.

8-5. The unreserved receipt of the goods ordered by the Buyer covers any apparent and/or missing defects. Any reservations must be confirmed under the conditions set out above. The claim issued by the Buyer does not suspend payment for the goods concerned. MC3 cannot be held liable for events during transport, destruction, damage, loss or theft.

8-6. In the event of non-payment in full that has fallen due, after formal notice has remained ineffective within forty-eight hours, MC3 reserves the right to suspend any current and/or future delivery.

ARTICLE 9 – DELIVERY TIMES

9-1. Delivery times are given for information and information purposes only; they depend in particular on the availability of carriers, the order of arrival of orders and available stocks of Products as well as, where applicable, the availability of port infrastructure.

9-2. MC3 endeavours (i) to comply with the delivery times it indicates upon acceptance of the order, according to the reference logistics time in the profession, and (ii) to execute the accepted orders, except in the case of force majeure, as defined in Article 16, subject to the Buyer's compliance with the terms of payment and in general with its obligations under these GTCS.

9-3. Unless otherwise expressly agreed in advance, delays in delivery shall not justify the cancellation of the order or give rise to a penalty or indemnity.

ARTICLE 10 – RECEIPT AND COLLECTION OF GOODS

10-1. The Buyer undertakes to collect or receive, as the case may be, the Products on the scheduled date and according to the defined sales incoterms.

10-2. In the case of a sale under incoterm ex works (EXW), the Buyer who collects Products from the warehouses or factories of the MC3 companies must make an express request beforehand and undertakes to comply with the regulatory requirements. MC3 may refuse to withdraw the goods if the regulations are not complied with.

ARTICLE 11 – UNLOADING AND STORAGE OF GOODS

11-1. Regardless of the participation of the carrier in the unloading operations, the responsibilities and risks borne by the Buyer are defined according to the incoterms provided.

11-2. Products must be stored indoors in a cool, dry place.

ARTICLE 12 – EXPORTATION

12-1. The Buyer must inform himself, comply with all applicable national and international customs and foreign trade standards and obtain the required export authorizations.

ARTICLE 13 – RETENTION OF TITLE / TRANSFER OF RISK

13-1. MC3 reserves ownership of the Products until full payment of the price and all related accessories and in particular any late payment interest that may be due.

13-2. For the duration of the retention of title, the Buyer shall refrain from pledging, modifying, selling, damaged, degrading or transferring the Products and packaging as a guarantee.

13-3. The Buyer undertakes to take all measures to ensure that the Products are individualized as the property of MC3 by maintaining the identification of the Products in good conditions.

13-4. Any clause to the contrary, in particular inserted in the General Terms and Conditions of Purchase, shall be deemed to be unwritten. By express agreement, MC3 may invoke the rights it holds under this retention of title clause for any of these claims, on all the Products in the possession of the Buyer, the latter being contractually presumed to be those unpaid. MC3 may take them back or claim them as compensation for all future unpaid invoices, without prejudice to its right to cancel current sales.

13-5. Notwithstanding the foregoing, the risk of loss or deterioration of the Products as well as any damage they may cause shall be transferred to the Buyer, in accordance with the Incoterm identified in the order, as soon as they are delivered to the Buyer.

ARTICLE 14 – FINAL DESTINATION OF GOODS

14-1. The Buyer hereby certifies that it fully complies with all national and international export control regulations and economic and financial sanctions.

14-2. The Buyer certifies that neither the receipt, transportation, delivery, use nor resale of the goods results in a violation of export control rules or sanctions or prohibitions imposed by the United Nations, the United States, the European Union or any national governmental authority concerned with the execution of the commercial transaction. This includes, without limitation, any restrictions relating to the goods, the place of use or transit, the intended end use, any intermediary consignee, the Buyer or end user or any other person (including organisations) involved in or having an interest in the transaction or in the goods.

14-3. Buyer agrees not to transfer, export or re-export any item purchased from MC3 in violation of trade embargoes or sanctions imposed by the United States, the European Union or other countries including, but not limited to, countries designated by OFAC's Specially Designated Nationals List or the U. S. Bureau of Industry and Security's Entity and Denied Party Lists. S. Bureau of Industry and Security's Entity and Denied Party Lists") In the event of a change in the final destination, the Buyer undertakes to notify MC3 of the new destination.

14-4. The Buyer irrevocably agrees to indemnify the Seller for any and all losses, damages, claims, fines and costs, including reasonable legal fees and attorneys' fees, that may arise out of or result from the breach of this clause.

ARTICLE 15 – LIABILITY

15-1. With regard to the Buyer, MC3 shall be liable, under the conditions of common law and within the limits set out below, for any negligence, error or fault that it may commit in the execution of these general terms and conditions of sale.

15-2. MC3 shall only be liable in the event of non-performance or total or partial breach of its obligations hereunder.

15-3. The liability of MC3 is excluded for any damage resulting from force majeure, defective storage conditions, hidden defects of the Product not known to MC3, improper use, normal wear and tear as well as for damages resulting from fault or negligence on the part of the Buyer.

15-4. MC3 cannot be held liable for any damage caused to property and related to the use of the Product by the Buyer or by the latter's customers.

15-5. MC3 cannot be held responsible for the consequences of the Buyer's failure to comply with the legislation in force regulating the use of the Products it sells.



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15-6. MC3 cannot be held responsible for the consequences of the Buyer's failure to comply with current national and international regulations on export control and economic and financial sanctions.

15-7. The Buyer undertakes to indemnify and hold harmless MC3 from any and all liability for any claim, cost or damage arising from abnormal, improper or improper use of the Products, negligence, any violation of these T&Cs or any fault on the part of the Buyer, including but not limited to, the storage of the Products in inappropriate conditions, the use of the Products under conditions or for purposes other than those for which they are intended.

15-8. MC3 shall not be liable for technical advice given free of charge to the Buyer.

ARTICLE 16 - INTELLECTUAL PROPERTY

16-1. The Buyer undertakes to respect all the intellectual property rights, know-how, manufacturing processes and trade secrets of MC3, in particular with regard to trademarks, designs and models, and in general, all other rights held by MC3.

16-2. The Buyer is not the owner of any intellectual property rights relating to the Products. The Buyer may not, under any circumstances and for any reason whatsoever, modify the intellectual property rights or trademarks relating to the Products, or seek or obtain any legal protection for any element of any kind whatsoever in relation to the Products.

16-3. The Buyer shall refrain from acting in any way that could infringe all the intellectual property rights of MC3 described above. Insofar as certain Products and/or elements contain or constitute information protected by MC3, in particular under trade secrets, the Buyer may not assign, transfer, entrust, make available or sell them to third parties without the express consent of MC3.

16-4. The Buyer undertakes to inform MC3 of any action or claim by third parties concerning the intellectual property rights relating to the Products and of any infringement by third parties of the intellectual property rights relating to the Products and to cooperate in any legal action that may be taken against the authors or accomplices of such infringements.

ARTICLE 17 - FORCE MAJEURE

17-1. MC3 shall not incur any liability when the non-performance of its obligations is caused by an event of force majeure.

17-2. An event of force majeure shall be understood to mean any fact preventing the total or partial execution of the order that could not be overcome despite the normal and reasonable diligence of the company MC3 or its substitutes. In particular, force majeure includes, but is not limited to, the following shall include, but is not limited to: breakdown of machinery, accidents affecting production, storage, marketing or transport of goods, as well as fire, flood, or autres catastrophes naturelles, strikes, riots, acts of violence or terrorism, states of war and any other similar events, the impossibility of supplying raw materials, legislative or regulatory changes, epidemics or supply disruption for a cause not attributable to the suppliers of MC3.

17-3. In such circumstances, MC3 shall notify the Buyer in writing, in particular by fax or e-mail, as soon as possible of the occurrence of the events, the contract between MC3 and the Buyer being then automatically suspended without compensation, from the date of occurrence of the event. The delivery time is then extended for the duration of force majeure.

17-4. If the event lasts more than 30 days from the date of its occurrence, the contract concluded between MC3 and the Buyer may be terminated by MC3, without the Buyer being able to claim damages.

ARTICLE 18 - RESILIATION

18-1. MC3 has the right to terminate the agreement with the Buyer at any time, with immediate effect, without judicial authorization, without notice of default and without payment of compensation for damages, in the following cases:

- (i) If the Buyer, despite a written notification of defect in which a correction period of at least seven calendar days is observed, remains in default of timely compliance with one or more obligations arising from the agreement (in particular, payment of invoices);
- (ii) The cessation of payments or the (declaration of) bankruptcy by the Buyer;

- (iii) Liquidation or interruption of the Buyer's business;
- (iv) If (part of) the Buyer's property is seized;
- (v) If the Buyer refuses to make an advance payment or provide any other guarantees requested by MC3, or
- (vi) MC3 has reasonable grounds to believe that the Buyer will not comply with its contractual obligations.

18-2. In the event of termination, MC3 reserves the right to claim compensation for all costs and damages incurred by MC3 and all claims by MC3 against the Buyer shall become immediately payable. If at the time of termination any part of the agreement has already been performed (e.g. shipping of goods sold), MC3 shall have the right to terminate the entire agreement and recover anything that has already been delivered or performed.

ARTICLE 19 - COMPLIANCE WITH LAWS AND ANTI-CORRUPTION POLICY

19-1. Buyer will comply with all applicable laws against bribery, inaccurate books and records, inadequate internal controls and money laundering, including the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, the K Bribery Act 2010 and Law No. 2016-1691 of 9 December 2016, known as the Sapin 2 Law ("Anti-Corruption Laws"). Buyer certifies that it has reviewed and will comply with any anti-bribery policies required by Cloud Service Providers.

19-2. In accordance with the requirements of the Sapin 2 law, which are applicable to it, the Buyer acknowledges in particular that an Anti-Corruption Code of Conduct, defining and illustrating the different types of behaviour to be prohibited as likely to characterise acts of corruption or influence peddling, is an integral part of the Buyer's Rules of Procedure or its Related Companies. The Buyer has also put in place a disciplinary regime to sanction its employees in the event of violation of the above-mentioned Code of Conduct.

19-3. The Buyer undertakes to adopt an internal whistleblowing procedure, allowing any employee or third party to report conduct or situations contrary to the Code of Conduct of a certain seriousness. The Buyer has also drawn up a risk map in the form of regularly updated documentation designed to identify, analyse and prioritise the risks of the company's exposure to external solicitations for the purpose of corruption, depending in particular on the sectors of activity and geographical areas in which the company operates.

19-4. The Buyer acknowledges that it has put in place procedures for assessing the situation of customers, first-tier suppliers and intermediaries with regard to risk mapping as well as internal or external accounting control procedures designed to ensure that books, records and accounts are not used to hide acts of corruption or influence peddling.

19-5. The Buyer undertakes to raise awareness and provide annual training on the Anti-Corruption Laws to executives and personnel most exposed to the risks of corruption and influence peddling who resell, distribute or market the Subscriptions to the Services. The Buyer certifies that anti-corruption training has been provided to its employees. Buyer's record-keeping obligations, as described in the audit rights section below, apply to Buyer's certifications within the meaning of this section and its compliance with Anti-Bribery Laws.

19-6. The Buyer has put in place an internal monitoring and evaluation system for the measures implemented as described above.

19-7. The Buyer acknowledges that it is prohibited from paying any travel, accommodation, gifts, accommodation or charitable contributions for the benefit of government officials on behalf of MC3 or any Cloud Service Provider. The Reseller also acknowledges that it is prohibited to use funds provided by MC3, or any proceeds resulting from any activity of MC3, to pay for travel, accommodation, gifts, accommodation or charitable contributions for the benefit of government officials.

ARTICLE 20 - PROTECTION OF PERSONAL DATA

20-1. As part of the performance of the contract, we collect the following personal data:

- i. Surname, first name, postal address, email address, telephone number
- ii. Order data (products, quantity, price, payment method)
- iii. Delivery data (delivery address, desired delivery date and time)
- iv. Invoicing data (surname, first name, address, VAT number)



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20-2. The personal data collected is processed for the following purposes:

1. Performance of the contract
2. Customer Relationship Management
3. Invoicing
4. Sending commercial communications

20-3. The personal data collected is intended for the internal departments of the company MC3 as well as for its service providers, in particular for the delivery of products and invoicing.

20-4. The personal data collected is kept for the time necessary for the execution of the contract and compliance with the legal obligations of the company MC3.

20-5. In accordance with the General Data Protection Regulation (GDPR), data subjects have the following rights:

- (i) Right of access: right to request from MC3 the communication of personal data concerning them
- (ii) Right to rectification: the right to request the rectification of personal data concerning them that is inaccurate or incomplete
- (iii) Right to erasure: the right to request the erasure of personal data concerning them by MC3, under the conditions set out in the GDPR
- (iv) Right to restriction of processing: the right to request that MC3 restrict the processing of personal data concerning them, under the conditions provided for by the GDPR
- (v) Right to data portability: the right to request from MC3 the transmission of personal data concerning them in a structured, commonly used and machine-readable format, under the conditions provided for by the GDPR
- (vi) Right to object: the right to object, for legitimate reasons, to the processing of personal data concerning them, under the conditions provided for by the GDPR

To exercise these rights, data subjects may contact MC3 at their physical address or by email at privacy@mc3.fr

20-6. MC3 uses cookies on its website. Cookies are small text files that are stored on your computer's hard drive. They allow MC3 to collect information about your browsing on the website. You can disable the use of cookies by changing the settings of your internet browser.

To find out more about the cookies used by MC3, you can consult the cookie policy available on the website.

20-7. This clause is subject to French law.

20-8. In the event of a dispute, the parties will endeavour to find an amicable solution. Otherwise, the dispute will be submitted to the competent courts within the jurisdiction of the registered office of the company MC3.

ARTICLE 21 – APPLICABLE LAW / JURISDICTION

21-1. Each MC3 agency shall elect an address for service at its registered office.

21-2. All clauses appearing in these T&Cs as well as all purchase and sale transactions referred to therein are subject to French law.

21-3. Any dispute shall be governed by French law, with the exception of the Vienna Convention on the International Sale of Goods and any other law.

21-4. Any dispute relating to the application of these T&Cs and their interpretation, validity, execution and the sales contracts they govern concluded by MC3 or the payment of the price, shall be brought before the following courts:

1. The Commercial Court of Bobigny for MC3 Logistique,
2. The Commercial Court of Saint Denis de la Réunion for MC3 Indian Ocean,
3. The Commercial Court of Basse-Terre for MC3 Antilles in Guadeloupe or the Commercial Court of Fort de France for MC3 Antilles in Martinique,
4. The Commercial Court of Cayenne for MC3 French Guiana,
5. The Commercial Court of Papeete for MC3 South Pacific,

including in the event of a warranty claim or multiple defendants. Bills of exchange do not novate or derogate from this jurisdiction clause.

21-5. In the event that the Buyer is summoned by third parties before another court, the Buyer hereby waives the right to call the Seller as a guarantee before any other court.

ARTICLE 22 – MISCELLANEOUS

22-1. MC3's failure to comply with any of its obligations shall not result in the immediate termination of all relations by the Buyer, who would, for example, cancel orders in progress and/or terminate sales of goods already delivered.

22-2. The fact that MC3 does not avail itself at a given time of any of the clauses of these GCS shall not be interpreted as a waiver of its right to avail itself at a later date of each of the stipulations of these T'n'Cs

22-3. Should any of the paragraphs or clauses of these general terms and conditions of sale become null and void or unenforceable, the remainder of these general terms and conditions of sale shall remain in force, unless the invalidated obligation is an essential obligation, the removal or cancellation of which would prevent the continuation of these general terms and conditions of sale in their entirety.

Last modified on Feb 5, 2024



CUSTOMER ACCOUNT OPENING FORM

Done at (city): _____

On (date): ____/____/____

By: Last Name - First Name: _____

Function: _____

Signature preceded by the handwritten mention "Surname first name, duly authorized, read and approved"

Company stamp