

General Terms and Conditions of Sale effective as of 01/01/2024 of DIAGER, a simplified joint stock company, with €3,530,000 capital, whose registered office is located at rue Henri Moissan – 39802 POLIGNY – FRANCE, registered at the Trade and Companies Register of Lons le Saunier under the number B 408 484 277. N° ADEME EMBM : FR002021_01KFRB, ABJ : FR002021_14JRAL

1) GENERAL COMMENTS

1.1. Qualification of Customers: DIAGER reserves the sale of its products for distributors and wholesalers (the Customers). These terms and conditions apply to any Customer whose sales to its professional customers represent more than 60% of its turnover.

1.2. Acceptance of the GTC: Any order for products implies unreserved agreement to and full acceptance of these General Terms and Conditions of Sale by the Customer.

1.3. Obligations of the seller: As a seller, DIAGER has two main obligations, to deliver and to guarantee its products.

1.3.1. Delivery: In accordance with Article 1609 of the Civil Code, delivery must be made at the place where the goods are located at the time of acceptance of the order. A shipping operation may be agreed between the parties, under the conditions of the article 3) below.

1.3.2. Warranty: The products are guaranteed under the conditions of the article 10) below.

2) ORDERS

2.1. Order-Taking: DIAGER is not liable for orders received until it has given full, express acceptance, notably regarding telephone orders or ones made through a representative. Furthermore, the Customer shall inform DIAGER when ordering whether or not any outstanding products are to be handled (delivered). If not indicated on the order, outstanding products shall be handled (delivered).

2.2. Order modification: The terms of orders sent to DIAGER are irrevocable by the Customer, unless agreement is received from DIAGER. In this case, the lead times initially indicated must be rectified.

2.3. Refusal of an order: Should a Customer place an order with DIAGER and has not paid for previous orders, DIAGER may refuse to confirm any new orders or suspend delivery without the Customer being entitled to compensation of any kind for any reason whatsoever.

3) DELIVERIES

3.1. Miscellaneous: For deliveries in France, DIAGER arranges transport at its own or at the Customer's expense according to the amount of the order, as per Article 6.1.

For delivery outside of France, an Incoterms® will be defined between the parties.

3.2. Execution: Delivery shall be deemed to have been made when the carrier takes charge of the goods.

3.3. Reservations on receipt: In the absence of any reservations upon receipt of the goods, the Customer will cause DIAGER to lose his right of recourse against the carrier and so will not be able itself to file a claim against DIAGER. In the event of missing or damaged goods at delivery, it is the responsibility of the Customer, irrespective of the transport conditions, and even if sent carriage paid, to make all the necessary reservations with the carrier in accordance with the applicable transport rules. In particular, for transport in France, any product that has not been subject to reservations to the carrier by extra-judicial act or registered letter within three days of its receipt (in accordance with Article L. 133-3 of the Commercial Code), a copy of which will be sent simultaneously to DIAGER, will be considered accepted by the Customer.

3.4. Transfer of risk: The products will remain the property of DIAGER until payment has been made in full but the Customer will become responsible for them as soon as the latter collects them or, if DIAGER is responsible for carriage, on delivery to the address agreed upon on the order forms. Consequently, the Customer will take out an insurance policy right away to cover the risk of loss, theft or destruction of the designated products.

However, for deliveries outside France, transfer of risk will be determined by an Incoterm® defined between the parties.

3.5. Lead times: DIAGER will make its best efforts to deliver the products as soon as practicable, but it is not an obligation of result. No compensation can be claimed without DIAGER's prior express written agreement on a firm delivery date.

3.6. Computation: Time limits are deemed to be expressed in working days. In addition, in accordance with the provisions of article 641 of the Code of Civil Procedure, the day of acceptance of the order by DIAGER, which sets the deadline, does not count.

3.7. Service ratio: In strict application of articles L 441-17 to L 441-19 of the French Commercial Code, DIAGER will only agree to meet a service ratio on the essential condition that the Customer will forward its monthly order forecasts by reference to DIAGER every year in December for the following year.

Delivery delays or non-achievement of a service ratio, irrespective of the cause, cannot give rise to the payment of fixed compensation or cancellation of the order. On the other hand, DIAGER will assume the consequences of its breaches for the amount of the loss actually sustained, under the conditions set out in Article 12) below.

3.8. Logistical penalties: Any penalties may not exceed 2% of the value of the products ordered, in the same product category as these categories result from the 8 product families in the DIAGER catalogue, i.e.: concrete drilling, metal drilling, wood drilling, specific drilling, sawing, screwing, boxes, merchandising.

3.9. Delivery tolerances: According to technical difficulties or the size of the production run, DIAGER may be compelled to deliver a percentage slightly over or below, which might reach 10%. The customer will be invoiced in accordance with the quantities delivered.

3.10. Formalities: For sales outside France, the Customer shall complete all the necessary procedures with the relevant authorities of the country concerned to import and receive the products.

4) TARIFF

4.1. Communication: Each year, DIAGER sends its product tariff to all of its Customers, along with these general terms and conditions of sale.

4.2. Basis: The basis of pricing is market elements whose valuation is determined in September each year for the following year and includes, in particular, the price of steel and tungsten.

4.3. Indexation: The tariff can be modified during the year in the event of variance in the rates of the indices specified below, as per the following indexing formula, should this formula lead to a variation greater than or equal to 5% or if one of the indices changes by more than 10%.

$$T_{\text{updated}} = T_o \times \left(4.42\% \frac{A_x}{A_o} + 12.45\% \frac{B_x}{B_o} + 35.72\% \frac{C_x}{C_o} + 1.45\% \frac{D_x}{D_o} + 7.51\% \frac{E_x}{E_o} + 38.45\% \frac{F_x}{F_o} \right)$$
 where:

o = Applied to T, it is the tariff applicable on 01/01/2024; Applied to the indices it is a September 2023 base

x = latest known index

Value of base indices:

A : alloy steel index, ASCOMETAL (<https://www.ascometal.com/outils/delta-ferrailles-delta-alliages-delta-energie/>)

B : APT index (Cobalt, used in the calculation of the TUNGSTEN index)

C : MIG ING INSEE index (<https://www.insee.fr/fr/statistiques/serie/010534446#Tableau>)

D : MIG NRJ INSEE index (<https://www.insee.fr/fr/statistiques/serie/010534488#Tableau>)

E : MIG CAG INSEE index (<https://www.insee.fr/fr/statistiques/serie/010534801#Tableau>)

F : ICHT-IME INSEE index (<https://www.insee.fr/fr/statistiques/serie/001565183#Tableau>)

5) PRICE

5.1. Basis: The price of the products corresponds to the "ex-works" price, in euros, excluding tax, to which is applied a general discount of fifty per cent on all products and an additional discount of ten per cent on the DIAGER branded boxes range.

5.2. Negotiation: In the event of commercial negotiations, the price for products will be established between DIAGER and the Customer as per the conditions set out in Article L 441-3 of the French Commercial Code on the basis of the price defined in these general terms and conditions of sale.

5.3. Renegotiation: In the event of a change in the initial circumstances such that the prices would have been negotiated differently, DIAGER may initiate renegotiations in order to re-establish the balance of the contract.

5.4. Rebate: DIAGER may grant a rebate to the Customer subject to the counterparts that will be defined by contract. The base for this rebate will be the ex-VAT amount of invoices issued, less any unpaid invoices, credit notes issued, any Customer invoices for stock return where applicable and all duties and costs, administration, transport and insurance in particular, assessed overall at 3% for Customers outside France (except ex-works). Clearance sales may also be excluded from the base for this rebate, as well as eco-contributions where applicable.

5.5. Services and commercial cooperation: The basis of assessment as defined in Article 5.4 shall be the same for the remuneration of all services provided by the Customer, in particular those referred to in Article L.441-3 of the Commercial Code.

5.6. Prescription: As per Article 2254 of the French Civil Code, it is hereby agreed that a one-year prescription period applies to any sums due by DIAGER to the Customer. Any legal action must be brought within 6 months of receipt of the goods, failing which the right to act will be extinguished.

5.7. Tax and duty: Any tax, duty or other service to be paid in application of French legislation or that of an import or transit country and any modifications thereto between the date of the order and invoice are for the account of the Customer.

6) COSTS

6.1. Deliveries in France:

- Administration costs: Administration costs will be invoiced to the Customer for orders amounting to 76 euros or less, in line with the table below,
- Transport costs: DIAGER will pay the transport costs for any orders over the carriage-paid threshold. The amount of the carriage-paid threshold per order is 310 euros except for logistic platforms deliveries which will be subject to specific sales conditions. Conversely, for any orders below the carriage-paid threshold, the Customer will pay the transport costs under the conditions set out in the table below.

Amount of the order	Administration costs	Carriage costs	Total invoiced
Up to 38 euros	13.00 euros	6.00 euros	19.00 euros
Up to 76 euros	5.70 euros	9.00 euros	14.70 euros
Up to franco		12.00 euros	12.00 euros

- If urgent delivery is requested, an additional cost of 18 euros will be invoiced.

6.2. Deliveries outside France:

An administrative charge of 33.50 euros will be invoiced for orders under 500 euros. In addition, transport costs will be determined by an Incoterm® defined between the parties.

7) TERMS OF PAYMENT

7.1. General Comments: When making payment, the Customer will indicate the reference of the invoices being paid. Invoices are to be paid by any method of payment, to the DIAGER address for service of documents.

7.2. Payment terms and conditions:

7.2.1. Mainland and EU: Payment is due 45 days end of month (counted from the end of the month plus 45 calendar days) from the invoice issuance date, i.e. at the time of dispatch of the goods.

7.2.2. DOM-COM: For the DOM COMs listed in V. of article L441-13 of the French Commercial Code, this period runs from the date of clearance of the goods through Customs at the port of the final destination; when the goods are made available to the Customer, or its representative, in mainland France, this period runs from the twenty first day after the date on which the goods are made available or from the date of customs clearance if this date is sooner. Moreover, in the case of recap invoices (monthly periodic invoices), payment is due 45 days net, from the invoice issuance date.

7.2.3. Outside the EU: In accordance with the provisions of Article L. 441-12 of the French Commercial Code, the time limit agreed between the parties for the payment of purchases made free of value added tax, pursuant to Article 275 of the French General Tax Code, of goods intended to be supplied as such outside the European Union may not exceed ninety days after the date of issue of the invoice. The time limit agreed between the parties is expressly stipulated by contract and must not constitute a manifest abuse of the creditor.

7.2.4. Exception: However, DIAGER will indicate to the Customer an outstanding limit granted to it by its credit insurer and, if no outstanding's are authorised, DIAGER will request advance payment. The same applies if the outstanding amount is exceeded.

7.3. Early payment: DIAGER will not grant a discount for cash payment or payment on an earlier date than the one indicated in Article 7.2 of these General Terms and Conditions of Sale.

7.4. Payment default:

7.4.1. Penalties: As per Articles L441-10 and D441-5 of the French Commercial Code, any sums not paid on due date will give rise to payment by the Customer:

- of penalties calculated with an interest rate equal to the interest rate applied by the European Central Bank for its most recent refinancing operation (the rate in force as of 1st January, applicable during the first half of the year and the rate in force on 1st July applicable during the second half of the year), plus 10 percentage points,
- plus a fixed indemnity of €40 for collection charges.

These penalties are due *ipso jure* without a reminder being necessary.

7.4.2. Contractual consequences: Moreover, should the Customer fail to comply with a due date or any of its obligations linked to payment terms and conditions, DIAGER reserves the right to suspend any delivery on current orders and refuse confirmation of subsequent orders; to modify the Customer's payment terms and conditions to require cash or advance payment for subsequent orders; to modify the credit outstanding's limits granted prior to the breach; to suspend the payment of any sums that may be due by DIAGER to the Customer and take legal action with the appropriate court or sell the said receivables.

7.5. Complaint: In accordance with Article 10), in the event of a complaint of any kind, the Customer must justify in writing to DIAGER the nature of his grievance so that DIAGER is able to check its reality. If this grievance is not attributable to DIAGER, the Customer must make payment within the prescribed time limits.

At the end of every month, the Customer will draw up a monthly list of any complaints that may not have been handled by DIAGER.

In any event, the occurrence of a complaint that might only concern part of an invoice will not suspend total payment of the invoice but only the payment of the amount corresponding to the complaint.

7.6. Offset: After informing DIAGER, the amounts due, if any, by DIAGER to the Customer may be offset against the amounts due by the Customer to DIAGER. Set-off may only take place between certain, liquid, due and reciprocal debts, and in particular in compliance with Article L442-6 I 8° of the French Commercial Code as drafted prior to 26 April 2019, in accordance with the provisions of Article L442-1-I of the same code. The debts will be certain when the claims are accepted by each of the parties. The parties commit themselves to make this clause accepted without reservation by any assignee of the receivable.

8) RETENTION OF TITLE

8.1. Products: DIAGER retains title to the products until receipt of payment in full of the related price, in principal and interest.

The Customer is nonetheless authorised to resell the products in the normal course of its business provided, on one hand, its customers are informed of the existence of this clause, on the other hand, it is not insolvent.

In the event of failure to pay the price on due date, DIAGER may take back the products, the sale will be terminated *ipso jure* if DIAGER so wishes and down-payments already made to it will be kept as a counterpart to enjoyment of the products by the Customer and to cover any losses incurred for resale.

Similarly, failure to pay on any due date may lead to reclaiming of the products without distinction, up to the amount of the sums still outstanding.

These provisions will not impede the transfer of risks as per Article 3.4 above.

8.2. Fittings: Any sales fittings that may have been loaned to the Customer by DIAGER will, in any event, remain under full ownership of DIAGER, which is entitled to request their return at any time.

9) QUALITY

9.1. ISO 9001: DIAGER will maintain the quality and compliance of its products as per its ISO 9001 certification for which an annual audit is carried out by an external organisation. However, for clearance sale items, only DIAGER or GUEX brand products are covered by our ISO 9001 certification.

9.2. Access right: The Customer is therefore entitled to visit DIAGER's premises and perform quality or regulatory compliance controls on the products, or have such controls carried out by agents of its choice, but shall bear all the associated costs. Only costs incurred to bring products into compliance and subsequent inspection costs, where applicable, are paid by DIAGER subject to agreement on the conditions under which such activities are carried out. It is also specified that taking pictures and videos is prohibited during visits.

9.3. Customer's commitment: Furthermore, for sales outside France, the Customer shall ensure that products imports comply with the applicable legislation and regulations in the country concerned.

10) WARRANTIES**10.1. Non-conformities to the order/ apparent defects:**

10.1.1. Checking requirement: Aside from reservations raised by the Customer with the carrier according to article 3.2, the Customer is responsible for checking the absence of apparent defects and, in general, the perfect conformity of the products delivered under the terms of the order as accepted by DIAGER.

10.1.2. Reserves: In case of non-conformity, the Customer shall provide clear, detailed and comprehensive information in this regard to DIAGER in writing within 20 working days from receipt at the address indicated in the order confirmation. After verification, if the breach is attributable to DIAGER, the Customer undertakes to allow DIAGER to choose between a return and destruction of the product. In the event of return, DIAGER will arrange shipping at its cost and either issue a credit note to the Customer or arrange for a replacement product.

10.1.3. Presumption of acceptance: If no reservations are raised within the period mentioned in Article 10.1.2, products shall be deemed accepted by the Customer and no subsequent claims shall be enforceable.

10.2. Defective and/or faulty products: In the event of a presumed defect and/or fault, the Customer can return the product, at its cost, with the duly completed assessment form. DIAGER will then carry out an analysis of the product. If such an analysis reveals a defect attributable to it, DIAGER will decide either to issue a credit note to the Customer or arrange for a replacement product.

11) EXCLUSIONS

11.1. General: Excluded from the guarantee are apparent defects not declared in accordance with article 10.1 and defects and deterioration caused by normal wear and tear, by an accident not inherent to the product (incorrect assembly, faulty maintenance, abnormal use, etc.), by use that does not comply with DIAGER's recommendations, or by the intervention of a third party.

11.1.1. Change of range / Unsold items: DIAGER does not guarantee the continuation of its ranges, which may be discontinued subject to a notice period of no more than 3 months. In any event, no product returns will be accepted due to unsold products, insufficient turnover, Customer error, private label products and clearance sales.

11.1.2. Intervention on products: In the event that the Customer alters, or has altered by a third party, products that are allegedly defective, no invoice or bill of costs will be accepted unless DIAGER has given its express prior agreement.

11.2. Machine and drilling stand warranty :

11.2.1. Duration: In addition to the above provisions, the machines and drilling stand marketed by DIAGER benefit from a 12-month manufacturer's warranty from the date of invoicing/delivery to the end user, under the conditions set out in their operating instructions.

11.2.2. Purpose: The warranty enables the repair of defects which have occurred and can be linked by material or manufacturing faults.

11.2.3. Exclusion: Are not covered by guarantee: defects or damages which have arisen due to incorrect use or connection; machine overload; when maintenance has been carried out incorrectly or badly; information in the manual has not been properly followed; the machine is used by unqualified persons; if the machine is used for purposes for which it is unsuitable; the machine is repaired using unoriginal parts; if defects are caused by fire, damp and/or transport; if the machine's serial number is damaged or deleted; in case of wearing parts (coals, water hose, handle, power cord...).

11.2.4. Terms: For any warranty claim, the purchase invoice must be presented. For any warranty claim, the Customer must send the repair request form (available on request or downloadable from our website: www.diager.com/fr-formulaire1) by fax to the sales management department of DIAGER (03.84.73.74.74).

12) LIABILITY

12.1. Scope: DIAGER's liability is solely limited to certain, foreseeable, direct, tangible damage, resulting from non-execution of its contractual obligations.

12.2. Exclusion: Consequently, DIAGER cannot under any circumstances be held liable for any indirect intangible damage or indirect or incidental damage, whether tangible or intangible, foreseeable or unforeseeable, such as, notably, loss of profit, revenue, customers or orders or any other economic damage.

12.3. Limitation of liability: By express agreement of the parties, the compensation and penalties, for any reason whatsoever, may not exceed a lump sum of 5% of the turnover generated directly with the Customer over the last six months.

13) RESPECT FOR IMAGE AND INTELLECTUAL PROPERTY RIGHTS

13.1. Image rights: With a view to protecting its reputation and quality image, DIAGER has set out terms for the use of its image to ensure that the presentation of products for sale and any publicity relating to its products or company, including by third parties, comply with the company's values. Thus, irrespective of the mode of sale, the right to use DIAGER's image, trademarks and signs is strictly governed by the corporate design defined by DIAGER and available from its marketing department.

13.2. Customer's commitment: Furthermore, the Customer acknowledges DIAGER's exclusive and legitimate title in the trademarks used as well as in any other intellectual property right associated with the products and shall not do anything or allow anything to be done that might infringe such rights. In particular, it shall not register or use, directly or indirectly, any trademark identical or similar to the trademark and names of the products, or any patent or design related to products that are identical or similar to the products sold by DIAGER. Conversely, if products are created according to a model or design provided by the Customer, the Customer undertakes to compensate DIAGER for any prejudice that might be caused pursuant to the legislation on industrial property (patents or registered designs).

13.3. Anti-fraud measures: DIAGER has also implemented a strategy for monitoring any use of its image according to which systematic judicial and/or criminal proceedings will be taken in the event of infringement of its intellectual property rights, defamation or other unfair commercial practice or any damage caused to the company and its image. With this in mind, the Customer undertakes in particular to check that the DIAGER brand name products it sells are all originals and to immediately inform DIAGER of any infringements, fraud and other violations of which it might have knowledge.

14) PARTNERSHIP FOR PRIVATE LABEL PRODUCTS

14.1. Prerequisite: The provisions of this article apply to Customer's own label product partnerships in addition to the other clauses of these General Terms and Conditions of Sale.

14.2. Definition: Own label products are specific products that can be differentiated between at the level of the product, packaging and/or label and DIAGER tariff do not therefore apply. DIAGER will establish a specific price offering according to the specifications defined by the Customer. The Client distributor of the product marketed under its brand is deemed to be responsible for bringing the product to market and, as such, is considered as the producer. Consequently, only the distributor will be liable for any eco-contribution relating to its products (packaging and waste streams), in accordance with article 17).

14.3. Intellectual Property: The Customer will transmit to DIAGER the name of its brand and its associated graphic design, as well as all legal and commercial information, for printing by DIAGER on the products and/or product packaging. In this respect, the Customer certifies that it is either the owner of the relevant industrial property rights or the beneficiary of a license, and it guarantees DIAGER against any risk of counterfeit action.

14.4. Controls: The Customer will be entitled to carry out quality and compliance controls on the products or have them carried out by agents of its choice. However, the conditions set out in article 9.2 above shall apply.

14.5. Orders forecast: For organisation purposes and to meet Customer requirements, DIAGER will ask the Customer, who will comply, to indicate its monthly order forecasts by reference every year in December. Should the Customer fail to transmit its forecasts, the parties agree to take the quantities ordered in the previous year as the forecast. However, for the first year, DIAGER and the Customer will retain the evaluation of sales determined by mutual agreement when the said MDD was created.

14.6. Termination of a range or of commercial relationship:

14.6.1. Stock purchase: In the event of a total or partial termination of the partnership as when a range is changed or stopped, the Customer will purchase at current prices and conditions the potential stocks of products and accessories manufactured specifically for the Customer, including marked or unmarked products, packaged products as well as Customer-branded packaging, packaging components, in particular in the form of rolls, reasonably held by DIAGER according to the forecasts determined as per article 14.5 above.

14.6.2. Shipping costs: Shipping costs will be paid by the Customer.

14.6.3. Compensation: Should this purchase obligation not be met by the Customer, DIAGER is entitled to request compensation for the prejudice suffered and sell the products under the Customer's brand name in any country, without the Customer being entitled to oppose same.

14.6.4. Exemption: This stock purchase obligation will not be applied in the following cases: termination of relations initiated by DIAGER without a breach by the Customer or termination by the Customer in the event of serious negligence on the part of DIAGER that has not been resolved one month after official notification by the Customer.

15) FORCE MAJEURE

15.1. Definition: Force majeure occurs when an event beyond DIAGER's control, which could not reasonably be predicted when entering into the agreement and the effects of which cannot be prevented by appropriate measures, prevents DIAGER from fulfilling its obligations at the product manufacturing or shipment stage. A case of *force majeure* may be constituted by total or partial strikes; interruption of transport, energy, raw materials, products necessary for the satisfaction of the Clients, their accessories or spare parts supply; natural disasters, health crises and their consequences; administrative closures; computer viruses and other computer attacks; any of these cases hinder the proper functioning of DIAGER or one of its suppliers, subcontractors or transport companies.

15.2. Notification period: In such circumstances, DIAGER will notify the Customer of the occurrence of the impediment as soon as possible.

15.3. Suspension of obligations: The performance of the obligation impeded between DIAGER and the Customer will be suspended *ipso jure*, without any indemnity, from the date of occurrence of the event.

15.4. Contract termination: On the other hand, if the circumstances preventing performance are permanent, the agreement may be terminated as of right by DIAGER and the parties will be released from their obligations. Any impediment whose duration exceeds 6 months shall be deemed definitive.

16) ENVIRONMENT

DIAGER will undertake to protect the environment as per its ISO 14001 certification.

17) CORPORATE SOCIAL RESPONSIBILITY

17.1. Sender to the market: The parties agree to consider the Distributor of products under its brand as being the sender to the market. Consequently, it is the Distributor's responsibility to declare and eco-contribute.

17.2. Export of products: The Client must inform DIAGER if it is exporting goods under a national brand so that it can exclude goods that do not produce waste on the French national territory from its eco-contribution base.

18) TRANSPARENCY & ETHICS

18.1. Loyalty duty: DIAGER and the Customer undertake to adopt fair practices in their business dealings with each other. They undertake, in particular, to determine a reasonable notice period prior to any cancellation, even partial, of their business relationship, which takes into account the length of their partnership, and to provide such notice in writing and maintain business as normal until the end of this notice period. Unless otherwise agreed, the notice period must correspond to 1 month per year of commercial relationship, with a minimum of 4 months' notice.

18.2. Code of Ethics: DIAGER will comply with the fundamental principles set out in its Code of Ethics and will request its Customers to make the same commitment. The Code of Ethics can be viewed on the DIAGER Internet Site: <https://www.diager.com/en/charter-of-ethics/>

18.3. Whistle blowing: DIAGER allows any person to initiate a warning within the meaning of articles 6 to 15 of law n°2016-1691 of 9/12/2016 on the following page: <https://www.diager.com/lanceurdalerte/>

18.4. CSR: DIAGER commits itself and asks its Clients to commit themselves to act in a socially responsible manner according to a CSR approach (Corporate Social Responsibility). As such, DIAGER was awarded the "Confirmed CSR" label in 2020.

18.5. Due Diligence: The Client undertakes to inform DIAGER without delay if it is affected, directly or indirectly, by international sanctions relating to Countries or persons, either as a legal entity or as one of its beneficial owners. Such sanctions may jeopardise the parties' commercial relationship and suspend the performance of any agreement.

18.6. Reciprocity: As part of its desire to ensure a perfect balance in the respective obligations of the parties, DIAGER expects fair reciprocity in the application of payment deadlines as well as in the communication of accounting, legal, social or fiscal documents requested by its Customers.

18.7. Attestations: DIAGER makes various documents and certificates available to its Customers, in particular the URSSAF attestation of vigilance, proof of registration, insurance certificates and the CSR Charter, at the following address: <https://cloud.diager.com/index.php/s/8JKYx4D2AHxdEf7>.

19) PERSONAL DATA PROTECTION

19.1. Data protection: DIAGER gives the greatest importance to the protection of personal data and takes the utmost care of it: it is processed in line with the principles set out in French and EU law.

19.2. Commercial prospecting: The Client is informed that DIAGER may use personal data for commercial prospecting purposes.

19.3. Consultation: DIAGER has published a general information charter on its Internet site, completed by a specific Customer/Business Development targets charter, available via the following link: <https://www.diager.com/informations-personnelles>. The latter are to inform the people concerned on the commitments and practical measures taken by DIAGER to ensure protection of the personal data collected in the context of its business.

19.4. Data Protection Officer: The rights relating to personal data can be exercised by contacting the Data Protection Officer "dpo@diager.com" or by mail "Data Protection Officer DIAGER - Rue Henri Moissan - 39802 POLIGNY". All requests must be accompanied by a photocopy of the applicant's identity document.

20) APPLICABLE LAW

20.1. Business relations: All sales concluded by DIAGER or any issues relating to these General Terms and Conditions of Sale will be solely governed by French law. As an exception, for transactions involving the interests of international trade, the Vienna Convention of 11/04/1980 applies with regard to payment terms.

20.2. Product sales: When the Customer sells on a market outside France, even if it is in an EU Member State, it is the Customer's responsibility to ensure that it complies with local national law.

21) ASSIGNMENT OF JURISDICTION

21.1. Amicable settlement: In the event of disputes between DIAGER and the Customer, the parties shall endeavour to reach an amicable agreement and share all necessary information to this end, prior to commencing any legal action.

21.2. Assignment of competence: If the dispute is not settled amicably within a maximum period of three months, any dispute relating, in particular, to the conclusion, validity, interpretation, execution or termination, for any reason whatsoever, of any agreement between DIAGER and the Customer, shall be submitted to the jurisdiction of the French courts competent in this matter, including specialised courts, within the jurisdiction of DIAGER's registered office, namely the Commercial Court of Lons-le-Saunier and the Besançon Court of Appeal. This clause applies even in the event of summary proceedings, incidental claims or multiple defendants or warranty claims, and whatever the method and terms of payment, without the clauses conferring jurisdiction that may exist on the Customer's documents, even later, being able to prevent the application of this clause.
