



GENERAL TERMS AND CONDITIONS OF SALE FOR SAS ADIAL SERVICE SUBSCRIPTION CONTRACTS

DEFINITIONS

CLIENT: means the legal entity holding the CONTRACT entered into with ADIAL for its professional needs.

CONTRACT: means any SAS ADIAL SERVICE SUBSCRIPTION CONTRACT, i.e. a CONTRACT entered into for a specific period of time for the provision of a service by SAS ADIAL in consideration for the payment of a fixed overall price.

PERSONAL DATA (or PD): within the meaning of Article 4.1 of the GDPR: "any information relating to an identified or identifiable natural person; an 'identifiable natural person' is deemed to be a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;"

SERVICE: means any SERVICE provided under the CONTRACT. Any provision of SERVICE is subject to the issue of an ORDER, by means of an ORDER FORM.

USER: means natural persons using the SERVICE under the CLIENT's responsibility, without being the CONTRACT holder.

ARTICLE 1: Purpose and scope

The purpose of the General Terms and Conditions for SAS ADIAL SERVICE SUBSCRIPTION CONTRACTS is to define the terms and conditions under which SAS ADIAL (ADIAL) provides its SERVICES through a SUBSCRIPTION CONTRACT to the CLIENT.

These General Terms and Conditions of Sale (GTCS) form the basis of commercial negotiations. ADIAL reserves the right to derogate from certain clauses of this contract, depending on the negotiations conducted with the buyer, by drawing up special conditions of sale.

The General Terms and Conditions of Sale described below detail the rights and obligations of ADIAL and its CLIENT within the framework of the sale of services contracted by subscription. Example: SILVER, ONLINE SALE... This list is neither exhaustive nor restrictive.

Any signature, electronic or physical, of a contract including the clause "I acknowledge having read and accept the general terms and conditions of sale attached" implies the buyer's unreserved acceptance of these General Terms and Conditions of Sale which prevail over any other document of the buyer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise by ADIAL. All documents other than these General Terms and Conditions of Sale, in particular catalogs, flyers, advertisements and notices, are for information purposes only and are non-contractual.

ARTICLE 2: Term, effective date

2.1. The CONTRACT takes effect on the effective date stated on the contract.

2.2. Each CONTRACT is concluded for a fixed term of one year with automatic renewal.

ARTICLE 3: Termination

3.1 Either party may terminate all or part of a CONTRACT for convenience at any time by giving one month's written notice, unless otherwise agreed.

3.2. In the event of a breach by a party of a substantial obligation of the CONTRACT which has been the subject of a formal notice to remedy the breach, ADIAL shall have the right to terminate, ipso jure, the CONTRACT(S) concerned without prejudice to any other right they may have.

In the event of termination due to ADIAL's breach of contract, the CLIENT will not be liable for any contractually defined compensation or termination fees. Similarly, the CLIENT's commitments will be reduced in proportion to the amount of the CONTRACT(S) terminated for default. The conditions of implementation of the resolution provided for in Article 1226 of the French Civil Code (understood as being a termination given the nature of the SERVICES) are those defined in this article.

3.3. ADIAL may modify the contractual or technical conditions of supply of a SERVICE at any time (in particular the removal of a component of a SERVICE), after having informed the CLIENT with a minimum of 1 month's notice, unless otherwise stipulated, before the date on which the modification comes into force. Modifications are applicable during the CONTRACT period.

3.4. Unless otherwise stipulated in the contract, in the event that a SERVICE is discontinued in its entirety, ADIAL will inform the CLIENT of the termination of the CONTRACTS. ADIAL shall not be held liable for the cancellation of the SERVICE and shall not be entitled to claim compensation or damages from the CLIENT.

3.5 Consequences of termination

a) In the event of termination by the CLIENT before the end of the minimum duration of all or part of the CONTRACT, termination fees will be invoiced by ADIAL to the CLIENT, unless the termination is motivated by a breach on the part of ADIAL. These indemnities will be equal to the amount of the remaining subscriptions until the expiration of the minimum term, and in the case of non-recurring SERVICES, to the total amount of the SERVICE unless otherwise stipulated.

b) In the event that the CLIENT terminates all or part of a SERVICE before the activation date, the CLIENT will be liable to pay at least the activation fee for the SERVICE in question.

ARTICLE 4: Obligations

4.1. ADIAL undertakes to use all necessary means to provide the SERVICES.

4.2. The CLIENT undertakes to use the SERVICE (a) in accordance with the stipulations of the CONTRACT and/or any recommendations communicated by ADIAL (b) in compliance with any legislation or regulations applicable in any country where the SERVICE is provided; (c) for its own needs only: the CONTRACT excludes any right to resell, distribute or make the SERVICE available, directly or indirectly, to a third party without the prior written consent of ADIAL.

4.3. The CLIENT undertakes to inform its USERS of the conditions of use of the SERVICE provided, and remains solely responsible for compliance with contractual obligations and for the proper use of the SERVICE by USERS.

4.4. The CLIENT undertakes to appoint a contact person who will ensure that the CLIENT fulfils its obligations and who will be ADIAL's contact person for all questions relating to the provision of the SERVICE concerned.

4.5. The CLIENT accepts the terms and conditions of the CONTRACT. ADIAL provides all the information and advice necessary to enable the CLIENT to enter into the CONTRACT with full knowledge of the facts.

The CLIENT acknowledges that it has verified the suitability of the SERVICE for its needs, having regard to the information provided by ADIAL. The CLIENT undertakes to collaborate with ADIAL, in particular by communicating precisely the extent and nature of its needs, any information concerning in particular its organization and its USERS, any particular constraints likely to have an impact on the provision of the SERVICES, its technical and IT environment in particular, and more generally any information likely to enable or facilitate the provision of the SERVICE. Furthermore, the CLIENT undertakes to inform ADIAL as soon as possible of any change in its organization (e.g. change of company or bank details).

4.6. The CLIENT is solely responsible for:

a) non-compliance with operating instructions and abnormal handling;

b) the content of its Internet sites or mobile applications created thanks to or for the SERVICES and the use of the data it consults, queries and transfers on the Internet, as well as the downloads it carries out and their consequences;

c) the protection of its computer systems against intrusion by third parties.

ARTICLE 5: Price

5.1. The prices of the SERVICES and the associated pricing structures appear either in the ADIAL price catalog or, where applicable, in the CONTRACT, it being specified that in the event of contradiction, the CONTRACT shall prevail.

5.2. Prices are given in euros and are net of all taxes and duties. Any taxes that may be payable in France or any other tax comparable to VAT that may be payable pursuant to the national legislation applicable to the SERVICES under the CONTRACT shall be borne by the CLIENT in addition to the price of the SERVICES.

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5.3. In consideration of the SERVICES provided and in particular the associated commitments, the Parties agree that no acceptance of imperfect performance of the SERVICES within the meaning of Article 1223 of the French Civil Code is possible, whether or not they can be used as they stand. Consequently, no price reduction can be requested.

5.4 Prices for SERVICES may be revised each year by ADIAL at the time of contractual renewal of the SERVICES.

ARTICLE 6: Discount and payment terms

6.1. SERVICES are invoiced once a year

a) for a period between the date the contract takes effect and December 31 of the first calendar year of the contract.

b) for a period between January 1st and December 31 of subsequent years.

6.2. ADIAL does not offer any discount.

6.3. Subscriptions can be paid by:

- Bank transfer;

Payments will be made under the following conditions:

Payment by bank transfer within 30 days of the end of the month, quarterly or annually.

6.4. Under the terms of the CONTRACT, the CLIENT may designate a third party as payer, under its own responsibility, providing that the third party has agreed, by letter, to the payment obligation and billing address. The appointment of a third-party payer is merely an indication of payment and does not relieve the CLIENT of its payment obligation in the event of default by the third-party payer. In the event of third-party payment, ADIAL will continue to invoice the CLIENT but will send the invoices to the third-party payer.

6.5. ADIAL may also, during the period, issue an interim invoice when justified by an unusual volume of consumption or following a payment incident, or upon termination of all or part of the CONTRACT. The payment period is reduced to 5 calendar days for interim invoices.

6.6. The CLIENT undertakes to pay its invoices on the due date. For each rejection of a magnetic bill of exchange payment, ADIAL will re-invoice the CLIENT for bank penalties amounting to €30.

6.7. Any disagreement or request for clarification by the CLIENT concerning an invoice must be notified by registered letter with acknowledgement of receipt within a maximum period of 2 months from the invoice date. Once this period has elapsed, the invoice is deemed to have been accepted in principle and in its amount, and no dispute will be accepted by ADIAL. Any request from ADIAL concerning the payment of an invoice must be notified within a maximum period of 2 months from the date of payment of said invoice.

6.8. In the event of payment of a set of invoices or partial payment, the CLIENT undertakes to enclose with the payment details of the allocation of the sums paid. Failing this, ADIAL will determine the order in which payments are to be allocated.

6.9. Receivables owed by the CLIENT under a CONTRACT may be carried over to any other CONTRACT under the same SERVICES Agreement concluded with ADIAL.

ARTICLE 7: Late payment

7.1. In the event of non-payment by the CLIENT, or by a third party payer, on the due date of the invoices, the remaining sums due will automatically be increased by a penalty calculated in accordance with the provisions of French law and at the interest rate corresponding to the semi-annual key rate (refinancing rate or Refi) of the European Central Bank (ECB), in force on January 1st or July 1st, increased by 10 points.

The starting point for calculating said penalties shall be the day following the date on which the invoices are due. In accordance with Article D441-5 of the French Commercial Code, a flat-rate indemnity of 40 euros will be charged for collection costs. When the collection costs incurred exceed the amount of this fixed indemnity, ADIAL may request additional compensation, upon justification.

The various costs that may result from an unpaid invoice shall be borne by the CLIENT (in particular, the restoration of SERVICES after suspension may give rise to the invoicing of activation costs).

7.2. In the event of non-payment of invoices by the CLIENT, or by a third party payer, and after formal notice has remained without effect for a period of 15 calendar days, ADIAL has the right to suspend all or part of the contract(s) concerned. If non-payment persists, the "Termination" article applies. SAS ADIAL also reserves the right to suspend or cancel, at its discretion, any orders in progress, any type of subscription and any service in progress, including in the context of the warranty for equipment previously purchased. All advance payments are non-refundable. SAS ADIAL may automatically demand the return of materials already delivered, without the need for any legal action whatsoever. In the event of default by a third-party payer, the CLIENT is jointly and severally liable for payment of the sums owed by the third-party payer concerned, as well as any late payment penalties, within 15 calendar days of the date of ADIAL's formal notice to pay.

ARTICLE 8: Liability

8.1. With regard to the economic equilibrium of the CONTRACT, the Parties agree as follows.

Regardless of the basis and nature of the action, either Party may only be held liable in the event of proven fault on its part causing direct and certain personal prejudice to the other Party. The Parties expressly agree that the following types of damage and/or prejudice shall not give rise to compensation, whether or not they were reasonably foreseeable: loss of profit, loss of sales, loss of customers, damage to image and loss of data.

8.2. The cumulative amount of damages that may be owed by one Party to the other Party under the CONTRACT shall not exceed:

- Per event and per SERVICE concerned, the amount invoiced for this SERVICE over the last 6 months preceding the occurrence of the event that caused the loss.

- Per calendar year, all events combined and per SERVICE concerned: the amount invoiced for the last 12 months per SERVICE.

When ADIAL's liability is incurred in the context of a non-recurring SERVICE (without subscription), its liability may only be incurred up to an amount of damages that may not exceed, per SERVICE concerned, the amount invoiced for the SERVICE.

8.3. The CLIENT is the only party entitled to take legal action against ADIAL and, to this end, will ensure that the BENEFICIARIES comply with this clause. In order to assess the loss suffered as a result of ADIAL, the following stipulations only shall apply: (a) aggregation by the CLIENT of the loss suffered by the CLIENT and all the BENEFICIARIES of the SERVICES and (b) a single claim formulated by the CLIENT, which shall be responsible for apportioning the claim among the BENEFICIARIES.

8.4. The CLIENT guarantees ADIAL and shall indemnify the latter against the consequences of any action or claim brought against it by a third party as a result of non-compliant use of the SERVICES or any transmission of personal data at the CLIENT's request.

ARTICLE 9: Insurance

Each Party declares that it has taken out or will take out, at its own expense, and maintain in force, the insurance necessary to cover the risks that may arise in the performance of the CONTRACT. Above the ceilings specified in the "Liability" article, each Party waives all recourse against the other Party and its insurers.

ARTICLE 10: Intellectual Property

10.1. Intellectual property rights:

ADIAL remains the owner of the intellectual property rights and know-how attached to the SERVICES, whether it owns them or benefits from licenses granted by third-party publishers.

When Software is required to use a SERVICE, ADIAL grants the CLIENT a personal, non-exclusive, non-assignable and non-transferable right of use, limited to the duration of the SERVICE CONTRACT in question.



This right is granted for the sole and exclusive purpose of enabling the CLIENT to use the SERVICES in accordance with the provisions of the relevant CONTRACT, to the exclusion of any other purpose. This right includes the right to represent and implement the SERVICES in accordance with their intended purpose as set out in the relevant CONTRACT.

The CLIENT strictly prohibits any other use of the above-mentioned Software, in particular any adaptation, modification, correction of errors, translation, arrangement, distribution and decompilation, without this list being limitative.

The CLIENT and/or the BENEFICIARY(ies) declare(s) that they are the owner(s) of the intellectual property rights attached to the Software that they make available to ADIAL as part of the performance of the CONTRACT, or at least have the necessary licenses for these rights, so that they grant ADIAL, for the entire duration of the CONTRACT, a right of use over this Software enabling ADIAL to perform the CONTRACT.

The CLIENT undertakes, in the event that ADIAL is held liable by a third party due to the fact that the Software made available to ADIAL by the CLIENT infringes the intellectual property rights of this third party, to indemnify ADIAL for all legal costs incurred and the consequences in particular of any claim, action, legal or other proceedings brought against ADIAL by this third party, provided that ADIAL has informed the CLIENT of any CLAIM as soon as possible and in writing.

10.2 The database collecting users' personal information is the property of the CLIENT (database is here understood as the aggregation of data constituting a database and not as the software or physical technology(ies) used to aggregate them). ADIAL hosts this data and is therefore a personal data processing subcontractor on behalf of the CLIENT. Its content is subject to the provisions of the "personal data" paragraph.

ARTICLE 11: Trade control rules

The Parties, the CONTRACT and the activities covered by the CONTRACT must comply with the restrictions, prohibitions or licenses and authorizations on trade and finance imposed by the laws and regulations of the United States, the European Union and its member States and/or other countries concerned (hereinafter the "Trade Control Rules").

Each Party represents and warrants that it, and none of its Associated Persons, have been or are subject to any international trade sanctions or embargoes or on any list maintained for the purpose of enforcing international trade sanctions or subject to any suspension, revocation or denial of its import or export capabilities or privileges.

Should one of the Parties cease, at any time during the term of the CONTRACT, to comply with the above representations and warranties, it shall immediately notify the other Party of this fact. In such a case, or if necessary to comply with the Trade Control Rules, the latter Party shall be entitled to suspend or terminate ipso jure all or part of its obligations, or the affected SERVICES, or to terminate the CONTRACT itself.

ARTICLE 12: Force majeure

12.1. The Parties expressly consider the following to be cases of force majeure, in addition to those meeting the criteria laid down by law and the jurisprudence of French courts and tribunals: fires, storms, lightning, strikes, floods, earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of means of transport or supply, stoppage of energy supply, computer viruses, electrical and electromagnetic phenomena that disrupt telecommunication networks, any legislative or regulatory restriction on the supply of a SERVICE and any decision by a public authority that is not attributable to ADIAL and that prevents the supply of a SERVICE, in particular those relating to trade imposed by a national or international body or authority, as well as any modifications thereto.

12.2. Force majeure suspends the obligations of the Party concerned for the duration of the force majeure. Nevertheless, the Parties will endeavor to minimize the consequences as far as possible.

If an event of force majeure renders one of the Parties unable to fulfill its contractual obligations with respect to one or more services for more than 30 consecutive calendar days, either Party may terminate the contract(s) concerned by sending a registered letter with acknowledgement of receipt, without either Party being entitled to claim any compensation. The Parties will then no longer be bound by their obligations, with the exception in particular of those resulting from the "Intellectual Property" and "Confidentiality" articles, without any indemnity or penalty whatsoever being due on either side.

ARTICLE 13: Confidentiality

13.1. Within the framework of the CONTRACT, all information relating to commercial policy, strategy, company activity, SERVICES, tools, methods and know-how, all information protected by business secrecy and all information expressly qualified as confidential, received by one Party from the other Party shall be kept confidential.

13.2. For the purposes hereof, the following shall not be considered as confidential information: (a) information which is in the public domain at the time of its communication or information which is in the public domain subsequent to its communication, provided, in the latter case, that this is not the result of a breach of an obligation of confidentiality by the Party having knowledge of the information; (b) information which the receiving Party can prove to have known in good faith and without breach of any other obligation of confidentiality prior to its communication under the CONTRACT; (c) information communicated by a third party subsequent to the signing of the CONTRACT and received in good faith and without breach of any other obligation of confidentiality by the Party to whom it was communicated.

13.3. The Parties therefore undertake not to use the said information or data where this is not necessary for the performance of the CONTRACT, and not to disclose the said information or data to any third party or any person other than their employees within the strict limits of the necessity of the said disclosure for the proper performance of the CONTRACT, except with the prior written authorization of the other Party. AFFILIATE COMPANIES, suppliers and subcontractors of ADIAL involved in the performance of the CONTRACT shall not be considered as third parties within the meaning of this paragraph. The Parties undertake to respect the obligations resulting from this article "Confidentiality" throughout the duration of the CONTRACT and the three years following its termination.

13.4. At the end of the CONTRACT, for any reason whatsoever, each Party receiving the confidential information undertakes to return it to the other Party and to destroy any duplicates that may have been made of this confidential information.

ARTICLE 14: Subcontracting

ADIAL has the right to subcontract all or part of the SERVICES and remains liable to the CLIENT for the provision of the subcontracted SERVICE.

ARTICLE 15: Assignment

15.1. The CONTRACT, in whole or in part, may only be assigned by the CLIENT with the prior written consent of ADIAL. ADIAL will give reasons for its refusal. Reasons for refusal may be given, particularly if the CLIENT wishes to assign the CONTRACT to an entity outside mainland France.

15.2. In any event, no assignment may take effect unless the balance of the CLIENT's account or that of any BENEFICIARY(ies) has first been cleared.

15.3. With regard to ADIAL's rights and obligations under the CONTRACT, ADIAL may freely assign or concede all or part of these rights and obligations to any Affiliated Company or substitute any Affiliated Company, provided that the Affiliated Company concerned assures the CLIENT of all these rights and obligations. ADIAL will be released from its obligations on the effective date of the transaction concerned.

ARTICLE 16: Waiver

The fact that one or other of the Parties does not avail itself of one or more stipulations of the CONTRACT shall in no case imply a waiver by that Party of its right to avail itself of such stipulations at a later date.

ARTICLE 17: Partial nullity

In the event that certain provisions of the CONTRACT should be inapplicable for any reason whatsoever, including by reason of any applicable law or regulation, the Parties shall remain bound by the other provisions of the CONTRACT and shall endeavor to remedy the inapplicable provisions in the same spirit as that which governed the conclusion of the CONTRACT.

ARTICLE 18: Personal data protection

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In the context of the CONTRACT, the terms "Personal Data", "Data Subject", "Subcontractor", "Controller" and "Processing" shall have the meanings defined (or the closest equivalent terms) in the "Applicable Data Protection Laws".

18.1. With regard to the SERVICES provided under the CONTRACT, the CLIENT and ADIAL accept and acknowledge:

(a) that by specifying and purchasing the SERVICES, the CLIENT assumes the capacity of Processor of the USERS' personal data;

(b) that in providing said specified SERVICES to the CLIENT and USERS, ADIAL acts as a Subcontractor for various services and possibly as a subcontractor of personal data on behalf of the CLIENT. For example, ADIAL acts as a subcontractor for the processing of personal data for the purposes of data hosting for the Management Services for this Online Sale. All other purposes are governed by paragraph 18.4.

The identification and company name of the CLIENT in its capacity as Data Controller, as well as the name and email address of the CLIENT's Data Protection Officer, if any, are indicated by the CLIENT in the CONTRACT.

18.2. The CLIENT and ADIAL undertake to comply with all applicable data protection laws.

18.3. The CLIENT undertakes to comply with all the obligations imposed on the Data Controller by applicable data protection laws. It guarantees that its use of the SERVICES and that of its USERS will not result in any breach of the aforementioned obligations.

18.4. ADIAL shall comply with the reasonable written instructions of the CLIENT in the context of the Processing of Personal Data, subject to the signing of an ad hoc CONTRACT for each request for processing and to such instructions being lawful and not contrary to the other stipulations of the CONTRACT, unless ADIAL is required to comply with a provision resulting from the laws of any member State of the European Union or by the laws of the European Union applicable to ADIAL for the Processing of Personal Data. When ADIAL relies on the laws of a member State of the European Union or on European Union law for the Processing of Personal Data, ADIAL will inform the CLIENT without delay before carrying out the required Processing, unless said laws prohibit ADIAL from disclosing such information.

18.5. ADIAL will implement appropriate technical and organizational security measures to protect Personal Data against unauthorized or unlawful Processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data.

18.6. The CLIENT is responsible for managing all requests from Data Subjects relating to the exercise of their rights under applicable Data Protection Laws, in particular, requests relating to the right to information, the right to access Personal Data, the right to rectify or delete such data, the right to data portability, the right to object.

Upon the CLIENT's written request and to the extent possible, reasonable and proportionate, ADIAL will assist the CLIENT, at the CLIENT's expense, in responding to any request from a Data Subject and in guaranteeing the CLIENT's compliance with its obligations relating to security, breach notifications, impact studies and consultations with supervisory authorities resulting from the Laws applicable to the protection of Personal Data.

18.7. The CLIENT is informed that certain parts of the CONTRACT may be carried out (which may include the processing of Personal Data by subcontractors) by AFFILIATE COMPANIES and/or subcontractors, some of which may be based outside the European Economic Area (EEA).

ADIAL is responsible for the Processing carried out by its subcontractors and AFFILIATE COMPANIES in accordance with the requirements of applicable Data Protection Laws and shall ensure that such Processing is carried out under conditions substantially equivalent to this clause.

18.8. ADIAL shall ensure that its employees, its AFFILIATE COMPANIES, its subcontractors and each of their employees, and independent service providers supplying SERVICES under the CONTRACT comply with the rules relating to the confidentiality of Personal Data.

18.9. The CLIENT expressly accepts that ADIAL may transfer Personal Data to its subcontractors and AFFILIATE COMPANIES under the conditions set out below.

18.10. For the duration of the CONTRACT, ADIAL shall retain documentation and information enabling it to demonstrate its compliance with this article.

18.11. ADIAL will notify the CLIENT of any breach of personal data as soon as possible after becoming aware of it.

18.12. At the CLIENT's choice, which will be specified in the termination letter, ADIAL will delete or return to the CLIENT all documents and files containing Personal Data after the end of the provision of SERVICES relating to Processing, and will not retain any copies of the Personal Data, except as otherwise provided by law.

ARTICLE 19: Referencing

Unless ADIAL is notified to the contrary when the initial contracts for a SERVICE are signed, ADIAL may use the CLIENT's trade name, logo(s) and/or distinctive signs, its brand, its SERVICES brands and other commercial designations of the CLIENT as a reference in its communication media.

ARTICLE 20: Proof agreement

The Parties agree to consider messages received by fax or electronically, and more generally electronic documents exchanged between them, as original writings within the meaning of Article 1366 of the French Civil Code, i.e. as having the same value as that accorded to the original.

The Parties agree to keep faxes or electronic writings in such a way that they may constitute reliable copies within the meaning of Article 1379 of the French Civil Code.

ARTICLE 21: Applicable law and jurisdiction

The CONTRACT is subject to French law. Any difficulties relating to the validity, application or interpretation of the CONTRACT shall be submitted, failing amicable agreement, to the Commercial Court of the city of Lisieux, to which the Parties attribute territorial jurisdiction, regardless of the place of performance or domicile of the defendant.

This attribution of jurisdiction also applies in the event of summary proceedings, multiple defendants or warranty claims.

ARTICLE 22: Notification

All notifications to be made under the CONTRACT shall be made in writing (letter, fax or e-mail) to the respective addresses indicated in the contract.

ARTICLE 23: Applicable language

In the event of translation of all or part of the CONTRACT, it is expressly agreed that only the French version shall be deemed authentic in the event of difficulty of interpretation.

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