

GENERAL TERMS AND CONDITIONS OF THE CNPP GROUP

APPLICATION OF THE GTC - ENFORCEABILITY

These T&Cs apply in three different ways:

1. the general terms and conditions applicable to all of the Group's activities (GTC),
2. the terms and conditions specific to each activity (STC) that complement or specify the GTC,
3. the other terms and conditions (OTC) defined in the contract or the proposal issued by CNPP that complete or specify the GTC and STC.

These GTC are deemed to be part of the contract or order placed. By signing the contract or the proposal issued by CNPP and / or by issuing a purchase order in accordance with it, the customer acknowledges having read CNPP's Terms and Conditions and accepts same in full and without reservation.

They apply systematically and prevail over all purchase terms and conditions, except in the case of a formal and written waiver from CNPP. The order of application is i) the other terms and conditions (the contract), ii) the specific conditions, iii) the general conditions. Any condition iii) not contrary to conditions ii) or i) applies, any condition iii) or ii) not contrary to conditions i) applies.

These Terms and Conditions are also available in English. In case of conflict of interpretation between the French version and the English version, the French version prevails.

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GTC - GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ACTIVITIES

GTC1 - Prices

Unless otherwise specified, the price announced in the proposal or the rate includes all the expenses involved in the creation and management of accounts, all the expenses of documentation, creation and publishing of documents. It excludes VAT and will be increased by the VAT rate in force at the time of the billing according to the legal provisions.

Travel expenses, postage and customs charges, unless expressly indicated as included in the price, will be charged extra and will include the applicable VAT rate (in accordance with Article 26 7, I -2° of the French General Tax Code). Except in case of invoicing of fixed costs, the vouchers for travel expenses can be provided on request.

In some countries where a tax deduction at source is provided for any service provided by a foreign supplier, the price established by CNPP will take into account this provision specific to the customer's country.

CNPP undertakes to minimize the costs associated with the travel expenses of its agents, by organizing, if possible, group travel and by choosing transport, accommodation and catering providers of an average level, depending on availability and distance, practicing reasonable rates, while ensuring the minimum comfort required to provide the service. CNPP undertakes to notify the customer in advance in case of a waiver from these commitments.

CNPP's services are limited exclusively to those mentioned explicitly in its proposal. If applicable, additional services requested by the customer may be the subject of a new proposal or an amendment.

GTC2 - Orders - Installments

Orders will be considered firm and definitive only after receipt by CNPP of a signed purchase order, prepared by the customer in due form on company letterhead bearing the mandatory information, including the date and order number, the precise designation of the service, references to the technical and commercial proposal of CNPP where applicable, and the written agreement and position of the signatory. Otherwise, the return of the proposal issued by CNPP, duly signed and sealed by the company, will be considered as a purchase order. This purchase order will be accompanied, if applicable, by a deposit equal to 30% of the total amount of the order. An adjustment invoice will be sent to the customer upon receipt of the deposit. Unless otherwise indicated, the technical and commercial proposal is valid for 3 months from its date of establishment.

GTC3 - Invoicing and payment of the price

At the end of the performance of the service, CNPP will issue an invoice payable

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by bank transfer within 30 days of the end of the month.

Unless otherwise specified, CNPP issues invoices in EURO or Dirhams for its Moroccan subsidiary.

If the proposal or the contract provides for interim billing, CNPP will issue an invoice in proportion to the time spent, or at the scheduled pace.

An interim invoice will also be issued if the service is interrupted before its completion, for whatever reason; or at the request of the customer during performance or at the discretion of CNPP, particularly at the end of the year.

Any additional charge (means, time spent) resulting from misinformation, a delay in the information transmitted or a lack of information from the customer is liable to additional billing as part of an amendment to the initial proposal.

In case of non-payment of an invoice, CNPP reserves the right to suspend its work until the sums due have been paid. In addition, without prejudice to any other action, CNPP reserves the right to suspend any service in progress with the company even if it falls under another contract in progress within the group, until the full payment of the sums due.

No discount is allowed, unless a specific waiver has been agreed.

GTC4 - Penalties for late payment

In accordance with Article D441-5 of the French Commercial Code, a lump sum compensation for recovery costs of 40 euros is due for any late payment, payable on invoice without further notice. Furthermore, default interest will be payable from the first day following the due date and will be calculated on the basis of the ECB refinancing rate plus 10 points.

GTC5 - Price revision

The rates announced in the CNPP proposal are valid for 3 calendar months from the date of issue of the proposal, unless stated otherwise.

For any invoicing 12 calendar months after the date of issue of this proposal, the "price revision" clause may be applied automatically and without further formalities.

The price stipulated in this contract will be revised at each invoicing by applying the following formula:

$$P = PO \times S / SO$$

in which:

P = revised price

PO = Price agreed when signing the contract

SO = Last known value of the SYNTEC index at the date of signature of the proposal

S = Last Known Value of the Engineering Services Index at the Billing Date

The price will vary up and down depending on the fluctuations of the SYNTEC index, the base index serving as a benchmark being the last index published when the proposal was issued.

GTC6 - Confidentiality agreement

All CNPP staff are required to strictly observe professional secrecy. CNPP refrains from communicating to anyone, directly or indirectly, all or part of

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the information of any kind, commercial, industrial, technical, financial, etc., which has been communicated to it in the context of its assignment.

In the context of tests falling within the scope of the certification, apart from the brand certifier and persons who are mandated on behalf of the accreditation bodies under a confidentiality agreement, CNPP ENTREPRISE is prohibited from communicating to anyone, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial that has communicated to it within the framework of this assignment. In addition, the same persons may be required to be observers during laboratory tests or during audits or on-site inspections.

GTC7 - Performance of the assignment

CNPP's intervention is carried out in close consultation with the customer, whose active and permanent cooperation is required, in particular by allowing CNPP to intervene and deliver the agreed services in the best possible conditions.

The dates of CNPP's intervention are established by mutual agreement with the customer or according to a program defined in the proposal and validated by the customer.

CNPP cannot be held responsible for delays in the performance of the assignment if they result from insufficient cooperation of the customer leading to postponements.

CNPP makes every effort to ensure the services provided are satisfactory in every way and fully correspond to the service offer, and undertakes to comply with the agreed levels of skill involved.

CNPP guarantees the quality of the services, which are carried out in accordance with the methods indicated in the specification, in its proposal or the applicable technical repository, and on the basis of the technical information supplied by the customer.

CNPP undertakes to set up the technical means (software packages, IT means, etc.) and human resources needed to perform the service and provided for in the offer.

Where appropriate, the customer may request the application of a specific quality plan.

CNPP undertakes to abide by the safety instructions and work schedules defined by the customer, for missions outside CNPP. Unless special conditions are specified in the proposal, the assignments take place during daytime working hours.

The customer undertakes to communicate to CNPP the data and information that are useful and essential to the performance of the service and, if applicable, the items necessary for the safety of the parties involved. In particular, potential exposure to asbestos must be reported and CNPP reserves the right to refuse the service in such cases. In addition, the list of PPE required for the service must be communicated prior to the assignment and PPE other than safety shoes and helmets must be provided by the customer.

The customer also agrees to respond as soon as possible to any additional questions that CNPP may ask in order not to hinder the progress of the assignment. CNPP is not required to verify the veracity of the findings contained in the documents or reports sent to it or that it obtains from third parties.

The customer agrees to allow unrestricted access to CNPP representatives for the performance of their assignment and to assist CNPP representatives in the visits to the customer's facilities. If CNPP representatives come to the site and access is not authorized or presents a risk not previously reported, the costs associated with travel and the time of attendance of CNPP representatives are due by the customer.

The customer shall ensure that the handling and maneuvering of the facilities necessary for the performance of CNPP's services are carried out by personnel responsible for same, for missions outside CNPP.

If, however, the customer is not entirely satisfied with the service provided by CNPP, it can indicate same using the procedure available on the website.

GTC8 - Communication of results

If the services provided by CNPP lead to the preparation of reports, they are established under its heading, validated by management and issued in an original copy to the customer. CNPP keeps an original copy of each report for a period of 10 years. Only original documents and certified copies are authentic for third parties. No modification or alteration may be made to these documents after communication of same. Reproduction of a document prepared by CNPP is only authorized when in full. Any other form of reference to CNPP services must be subject to prior written agreement from CNPP.

Unless otherwise agreed with the customer the report will be sent electronically in PDF format, considered by the customer and CNPP as having an equivalent level of security and confidentiality as if it were sent by postal mail.

Unless otherwise stated, the customer's email address for sending the report is the address to which these terms of sale apply.

GTC9 - Concealed Work

All the tax declarations required to date and for the activity of CNPP have been filed with the Tax Administration.

All the services are provided by employees properly employed under Articles L.8211-1 et seq., L.3243-1 et seq., R.3243-1 et seq. And L. 1221-10 of the French Labor Code as part of a contract with CNPP.

GTC10 - Subcontracting

Unless otherwise specified (in particular with regard to services under COFRAC accreditation), CNPP reserves the right to freely subcontract all or part of the service to any person of its choice, and without special prior information to the customer. CNPP undertakes to require the subcontractor to respect the terms of the main contract.

GTC11 - Staff Solicitation

Each of the parties is prohibited from engaging, directly or indirectly, an associate or employee of the other party, for the duration of the contract or assignment and during the 12 months following its termination, whatever the cause and origin of same.

Failure to comply with this provision will be sanctioned by the payment of compensation at least equal to twice the amount of the gross annual salary of said associate or employee, without it being possible for the compensation to be lower than the costs of the service originally provided.

GTC12 - Responsibilities

CNPP's interventions fall within the scope of a best endeavours obligation.

It is not the responsibility of CNPP to ensure that the findings, opinions and/or recommendations given as part of the assignment will be followed by effects on behalf of the customer, except in the specific context of a risk compliance inspection.

The customer is wholly responsible for any use made of the services and/or studies provided. In particular, the CNPP cannot be held liable for any damage of any kind or extent, including immaterial damage (loss or delay in operations, financial loss, commercial loss, etc.) that may be caused directly or indirectly by the use, interpretation and/or extrapolation of the results of the study produced by CNPP or CNPP solutions acquired by the customer.

Unless otherwise stated, CNPP does not take the place of the customer or third parties. In particular, the observations and opinions formulated by CNPP cannot be considered as constituting acceptance of the object to which its intervention relates.

Whatever the reasons, nature, basis or means of action it may take against CNPP to repair any damage, the customer can never claim an indemnity greater than the amount of the sums perceived by CNPP for the services for which it is liable.

GTC13 - Insurance

CNPP holds a civil liability insurance policy underwritten by a well-known company that covers its activities around the world.

GTC14 - Non-waiver of the application of a right

The fact that one of the parties does not at any time require that the other party perform any one of its obligations as part of the contract or the order will not in any way affect the right of that party to require its performance at any time thereafter. The fact that one of the parties waives its right to assert the other party's breach of any of the provisions of the Contract or the order does not constitute a waiver by that party of any other breach of the same provision or any other provision or waiver of the obligation in question.

GTC15 - Intellectual Property

All the property rights attached to documents specifically drafted for the customer in accordance with its order are transferred to the customer upon payment in full of the invoice, subject to any restrictions related to a specific activity. CNPP therefore guarantees the customer the peaceful enjoyment of its rights, in particular and without this list being exhaustive, the rights of representation, reproduction and so forth.

However, CNPP reserves the right to use the information that results from the service to include them in reviews or general interest works. The proposed works may be published by it. CNPP therefore retains full intellectual property and the rights attached thereto.

In the absence of a clause to the contrary, in the event that the customer provides CNPP with technical specifications for product-specific tests that it entrusts to CNPP as part of its services, the customer acknowledges it cedes to CNPP all the economic rights on the excerpts, sentences or paragraphs that CNPP may need to use in drafting CNPP technical specifications or general methodology.

The photographs during the tests and their use for external communication are subject to formal authorization from CNPP. In the event of a breach of this requirement, CNPP reserves the right to initiate any procedure it deems appropriate.

GTC16 - Use of the CNPP name

The name "CNPP" is copyright protected. CNPP reserves the right to take any legal or administrative action it deems appropriate against anyone who improperly uses a reference to CNPP.

GTC17 - Protection of personal data

Customers are informed that personal data (names, first names, address, e-mail, phone number, etc.) are collected by CNPP to ensure the performance of sales contracts. These data, which are necessary and sufficient for the management of customer requests, consist of computer files (customer files, trainee files, certified files, etc.) that have been declared to the French Data Protection Authority (CNIL). Customers have the right to access, rectify and delete their personal data by contacting the communication department of CNPP - CS 22265 - 27950 SAINT MARCEL. The data protection policy is available on cnpp.com, general information. Unless otherwise expressly stated by the customer, CNPP authorizes itself to use, where appropriate, the names of its customers in its business communication.

GTC18 - Cancellation - Postponement

CNPP reserves the right to charge a cancellation or postponement fee if the lead times stipulated in the contract or the initial order are modified by the customer. The calculation methods will be defined in the specific conditions by activity or in the other terms and conditions.

GTC19 - Unpredictability

CNPP and the customer declare they hereby waive the application of Article 1195 of the French Civil Code of Law.

If unforeseeable circumstances during the signing of the contract or the placing of the order make the performance excessively expensive for one or other of the parties, it will assume the additional cost without being able to claim a renegotiation of the contract or the price in particular.

GTC20 - Force majeure

Each party to the contract or to an order shall notify the other party immediately with confirmation by written notification at the latest within 5 calendar days of the occurrence of a case of force majeure preventing it from fulfilling its obligations in accordance with the terms of the contractual documents.

Obligations the performance of which is rendered impossible by the occurrence of a case of force majeure shall be suspended for the duration of the event in question, subject to the provisions of the article "Breach of contract".

The party invoking force majeure agrees to take all measures to limit the detrimental

consequences of this event for the other party.

For the application of this clause, only an event simultaneously satisfying all the conditions hereafter may be regarded as constituting a case of force majeure:

- a) The event must be out of the control of the party who invokes it,
- b) This event could not be reasonably anticipated when the order was issued,
- c) The effects of this event can not be avoided by appropriate measures,
- d) This event prevents the performance of its obligation by the party invoking it

The service provider may only claim the delays of its own service providers or subcontractors when the cause of such delays may be considered as a case of force majeure pursuant to this clause.

GTC21 - Litigation

The applicable law is French law.

Any dispute related to the performance of the contract or the service will result in the parties seeking an amicable solution. Otherwise, in the absence of an amicable agreement between the parties, only the courts in whose jurisdiction our head office is located shall be competent. To date, they are the courts of Evreux (27).

GTC22 - Breach of contract

During an assignment, the parties hereto may only terminate a signed contract by previously notifying the other party by registered letter with acknowledgment of receipt with a minimum notice of one month.

The invoicing of the assignment will be in proportion to the time spent and/or the progress of the assignment.

All costs already incurred by CNPP in the context of the assignment, of any nature whatsoever, will be billed.

STC - Terms and conditions specific to each activity

STC A - DECISION SUPPORT SERVICES IN THE ASSESSMENT OF SPRINKLER SYSTEMS

STC.A1- Definition of services

As part of the decision support process, CNPP ENTREPRISE, through the provision of its technical expertise and experience, performs services for insurance companies, risk lead underwriter on water-based automatic extinguishing system of the sprinkler type, installed by a company holding the I.F1 certification.

STC.A2 - Procedures for the performance of the service

The intervention of CNPP ENTREPRISE is carried out in close cooperation with the holder of the APSAD I.F1 service certification having realized the sprinkler system and the insurance company, as the risk lead underwriter concerned. The insurance company, as the risk lead underwriter, undertakes to provide CNPP ENTREPRISE with the data needed to perform its services.

The insurance company undertakes to inform CNPP ENTREPRISE if a risk for which CNPP ENTREPRISE has sent a document cannot be underwritten.

The information provided by the risk lead insurance company is deemed to be sincere.

CNPP ENTREPRISE is not required to verify the veracity of the findings contained in the documents or reports forwarded to it by the insurance company, as the risk lead underwriter.

STC.A3 - Responsibilities

The items of decision-support information formulated by CNPP ENTREPRISE as part of its services cannot in any case be assimilated to a qualitative assessment of the risk coverage, which remains the responsibility of the insurance company, as the risk lead underwriter.

The insurance company that places an order for a decision support service acknowledges its staff have read the associated technical reference documents. It declares that it accepts the requirements and obligations incumbent upon it.

STC.A4 - Cost of services

The amount of the decision-making assistance service is per calendar year and consists of a fixed part which enables access to information collected by CNPP ENTREPRISE (sprinkler systems reported in potential failure situations and telephone information on the state of a sprinkler system) and a variable part.

For the variable part, the amount of the various decision support services (meetings, transmissions of document on request, consultations of the files on the spot, answers to requests for technical adjustments, information on studies and compliance inspections) is set by the annual rate schedule that is communicated at the beginning of the calendar year or upon request; it is exclusive of VAT and will include the VAT rate in force at the time of billing.

For on-site meetings, travel expenses are included in the cost of the service. In the specific cases of travel to Europe, overseas and internationally, the cost may be increased with the prior agreement of the insurance company (proposal from CNPP ENTREPRISE + order from the insurance company).

STC.A5 - Billing and Payment

The order for the decision support service is only considered as firm and final after receipt, by our services, of a signed order form (or of the order confirmation form) specifying the agreement of the customer for the amount of the fixed portion and for the annual rate schedule of the services. At the beginning of the year, CNPP ENTREPRISE issues an invoice corresponding to the entire fixed portion and 70% of the amount of the variable portion of the previous calendar year. CNPP ENTREPRISE issues an additional bill at the end of the year to finalize the actual amount by listing the services provided under the variable portion.

STC.A6 - Confidentiality undertaking

The insurance company, as the risk lead underwriter, authorizes the communication of the technical information relating to the sprinkler systems concerned by the decision support to CNPP Cert for the needs of the APSAD I.F1 Service certification.

STC.A7 - Communication of results

The information on the decision support services can be issued in various forms as agreed with the insurance company, as the risk lead underwriter.

In addition, the insurance company, as the risk lead underwriter, is systematically the recipient of the following items in the event of a compliance inspection by CNPP ENTREPRISE for the company holding the APSAD I.F1 certification: special agreements and technical provisions accepted, convocation to inspection, compliance inspection report, certificate of compliance when it is issued.

CNPP ENTREPRISE retains an original of the aforementioned technical elements during the lifetime of the facility.

Only original documents and certified copies are authentic for third parties. Apart from the "Reservation lifted" column of the provisional notice, no modification or alteration may be made to these documents after communication.

Reproduction of a document drafted by CNPP ENTREPRISE is only permitted in its entirety. Any other form of reference to CNPP ENTREPRISE services must be subject to prior written agreement from CNPP ENTREPRISE.

STC B - COMPLIANCE INSPECTION SERVICES UNDER THE APSAD I.F1 SERVICE CERTIFICATION REFERENCE DOCUMENT

STC.B1 - Definition of Services

As part of the APSAD Service certification processes, CNPP ENTREPRISE carries out missions called compliance visits on automatic extinguishing systems (water sprinkler type, water mist type, high expansion foam type) carried out by a company holding the associated certification.

STC.B2 - Terms of Service

The intervention of CNPP ENTREPRISE is carried out in close conjunction with the holder of the APSAD service certification.

Once the dates for the intervention by CNPP ENTREPRISE have been established with the holder, CNPP ENTREPRISE confirms the arrangements for the compliance inspection by sending a notice to the holder of the certification.

The holder undertakes to communicate to CNPP ENTREPRISE the information needed to meet the certification standards for the performance of the compliance inspection and to accompany the representatives of CNPP ENTREPRISE on the facilities.

The holder is responsible for informing CNPP ENTREPRISE representatives of the personal protective equipment (PPE) needed to access all of the premises to be inspected. Depending on the specific nature of the PPE, the holder may be asked to make them available.

The holder ensures that the CNPP ENTREPRISE representatives have free access to the sites for the compliance inspection.

The holder ensures that the handling and maneuvering of equipment required by CNPP ENTREPRISE to carry out its assignment are performed by personnel under the holder's responsibility.

STC.B3 - Responsibilities

The findings made by CNPP ENTREPRISE in the context of compliance inspections cannot in any way be assimilated to acceptance of the facility concerned by the Owner and do not imply compliance of the facility with the regulatory texts.

The holder who places an order for a compliance inspection acknowledges having read the standards for the certification area concerned. and the associated technical reference system. It declares that it accepts the requirements and obligations incumbent upon it.

STC.B4 - Cost of services

The cost of the compliance inspection is fixed by the annual financial scheme of the APSAD Service certification refer to the price sheet for the certification area concerned ; it is net of tax and will be increased by the VAT rate in force at the time of invoicing.

STC.B5 - Billing and Payment

Acceptance of the date of the assignment is deemed to be a confirmation of the order for the amount defined by the financial provision and for the travel expenses associated with the compliance inspection. CNPP ENTREPRISE issues the invoice to the holder upon sending the compliance verification report.

STC.B6 - Communication of Results

At the closing meeting of the compliance inspection, CNPP ENTREPRISE establishes in the presence of the incumbent company and the Project Owner concerned a summary of the findings noted on the installations and formalizes them in a provisional opinion. Subsequently, CNPP ENTREPRISE sends the compliance visit report to the certification holder and when it is known to the Project Manager.

CNPP ENTREPRISE retains an original of the aforementioned report during the lifetime of the facility. Neither the provisional notice nor the compliance verification report override the compliance certificate, which is the only document attesting to the compliance of the facility.

Unless otherwise specifically requested by the holder of the certification, the compliance verification report is sent by mail.

Unless otherwise stated, the address of the holder of the certification for sending the compliance certificate is the address of the recipient of these terms and conditions.

STC C - ENTERPRISE AUDIT, FACILITY AUDIT AND KNOWLEDGE ASSESSMENT SERVICES FOR CERTIFICATION

STC.C1 - Definition of services

As part of the process of certification of applicants and holders of a certification mark, and at the request of the certifier, CNPP ENTREPRISE provides enterprise

audit, facility audit and knowledge assessment services.

STC.C2 - Terms of Service

CNPP ENTREPRISE, a third-party organization, performs its services in accordance with ISO / IEC 17020 and according to the guidelines of the ISO 19011 standard and the mark's certification rules as defined in its Activity Manual.

Once the certification order has been issued by the certifier, the intervention of CNPP ENTREPRISE is carried out in close conjunction with the applicant or proprietor of the brand. Once the dates of the intervention by CNPP ENTREPRISE have been established with the holder (or applicant where appropriate), CNPP ENTREPRISE confirms the dates and the audit plan, if applicable.

The holder (or applicant where appropriate) undertakes to communicate to CNPP ENTREPRISE the relevant files, to allow unrestricted access to the representatives of CNPP ENTREPRISE in order to carry out the assignment and assist the representatives of CNPP ENTREPRISE during the audits of the facilities.

The holder (or applicant where appropriate) ensures that the handling and maneuvering of equipment required by CNPP ENTREPRISE to carry out its assignment are performed by personnel under the holder's responsibility.

STC.C3 - Responsibilities

The findings made by CNPP ENTREPRISE in the context of company audits and facility audits cannot in any way be assimilated to acceptance of the facility concerned by the and do not imply compliance of the facility with the regulatory texts.

The holder (or applicant where appropriate) acknowledges having read and accepted the requirements incumbent upon them and which are included in the certification reference system of the mark.

STC.C4 - Cost of services

The cost of the audit is fixed by the financial scheme of the certification mark; it is net of tax and will be increased by the VAT rate in force at the time of invoicing. Assignment or travel expenses may be increased by taxes and levies applied by the state / country in which the assignment is invoiced. In accordance with the certification rules, travel expenses will be billed separately (see terms in the confirmation letter).

In the event of a request for postponement, according to the certification rules, an increase will be applied or / and the holder (or applicant where appropriate) will lose the right to any reduction. Unless otherwise specified, in the event of the cancellation of the assignment by the holder (or applicant where appropriate),

the latter undertakes to pay the full costs of the assignment, the travel expenses being invoiced those expenses that have already been incurred.

Billing of travel time for assignments outside Metropolitan France:
CNPP ENTREPRISE invoices the travel time of its representatives beyond the fixed time provided in the audit tariff. CNPP undertakes to notify the customer in advance in case of a waiver from these commitments.

STC.C5 - Billing and Payment

Assignments carried out by CNPP ENTREPRISE are considered firm and definitive by the assignment order issued by the certifier. Acceptance of the date of the assignment shall be deemed to be confirmation of order.

CNPP ENTREPRISE issues the invoice for the assignment to the holder at the latest when sending the report for the company or facility audit, or knowledge assessment.

If reservations are issued during the service by CNPP, lifting them will be subject to a complementary proposal from CNPP.

STC.C6 - Communication of Results

The knowledge assessment reports are sent at the end of the assignment to the address of the holder or the certifier in accordance with the procedures of the certification reference system. At the closing meeting of the audit, CNPP ENTREPRISE prepares a summary of the audit in the presence of the audited company and submits a closing meeting summary sheet and a first edition of the discrepancies observed. Proposals for corrective actions must be sent by the holder (or applicant where appropriate) to the certifier or to CNPP ENTREPRISE according to the terms in the certification rules. Subsequently, CNPP ENTREPRISE sends the validated audit report to the e-mail address of the audited company, unless otherwise agreed, or to the certifier according to the terms of the applicable reference system. CNPP ENTREPRISE keeps an original copy of this report for a period of 10 years.

Unless otherwise agreed with the audited company, the report is sent electronically in PDF format, considered by the company and CNPP ENTREPRISE as having an equivalent level of security and confidentiality as when sending mail by post.

Unless otherwise stated, the customer's email address for sending the report is the address to which these terms and conditions apply.

STC D - COMPLIANCE, TESTING OR STUDIES ASSESSMENT

STC.D1 - Prices, lead times and billing

The indicated price and lead time commit CNPP ENTREPRISE, provided that all the materials necessary for the tests and the documents requested are delivered at least 15 days before the agreed start date for the services.

Pursuant to Article 1195 of the French Civil Code of Law, CNPP ENTREPRISE may have to revise the initial price for economic reasons.

Any change to the original order renews the price and lead time indicated by "the order acknowledgment" and will be subject to an amendment to the initial order.

When the service cannot take place or is interrupted or suspended for a cause attributable to the customer, CNPP ENTREPRISE is entitled to invoice the actual costs already incurred, plus an allowance of 10% and any costs for occupying the test facilities.

If reservations are issued during the service by CNPP, lifting them will be subject to a complementary proposal from CNPP.

STC.D2 - Products subject to testing

The customer must make available to CNPP ENTREPRISE, at no cost, the materials necessary for the performance of the service, the transport and the removal being at its expense and under its responsibility.

Receipt of samples, products or materials is scheduled from Monday to Friday from 8:15 am to 12:00 pm and from 1:00 pm to 4:30 pm (3:00 pm on Fridays) at the following address: CNPP ENTREPRISE – Service Section - Department / Contact – CS 22265 – 27950 Saint-Marcel.

CNPP ENTREPRISE declines any responsibility for any damage occurring to the goods entrusted to its care during the actual services, both in its own establishments and outside of them, when the damages are a direct consequence of the services provided for in the order. Subject to the foregoing, the liability of CNPP ENTREPRISE is limited to the amounts insured by its professional liability insurance policy taken out with a well-known and solvent insurance company.

When the equipment presents potential risks (presence of flammable or toxic liquids or gases, pyrotechnic elements, pressurized tanks, etc.) for the Customer's staff, that of its partners (suppliers, inspection bodies, end customers, etc.) and of CNPP ENTREPRISE, it must inform CNPP ENTREPRISE when requesting the service. This information does not relieve the Customer of its responsibility.

Apart from the materials that CNPP ENTREPRISE must keep in the context of certifications (witnesses, waiting for a certifier decision...), the customer is required to take back its equipment within 30 days from the date of dispatch of the document presenting the results. After this period, CNPP ENTREPRISE may proceed to their destruction without further notice. For any forwarding, transportation, the customer is required to

organize or if organized by CNPP ENTREPRISE, insurance and packaging costs are charged extra. Should the customer wish the materials to be kept longer than 30 days, it must specify same on the order and indicate the exact duration. The cost of storage is then billed at the same time as the service.

STC.D3 - Services of CNPP's testing laboratories outside certification

STC.D3.a - Compliance assessment

The report issued by CNPP ENTREPRISE is made on the basis of a single test, a technical evaluation or on the basis of a manufacturing follow-up, but not as part of a certification.

In general, compliance with the requirements of the test standards is acknowledged without taking test uncertainties into account. In special cases where taking uncertainties into account is necessary (explicit request of the customer, requirement of the standard, etc.) it is mentioned in the test report.

The test report and the evaluation certificate certify that a copy of the product under test meets the criteria of the specification.

It does not guarantee that the marketed materials or products comply with the samples submitted for testing. It cannot under any circumstances be considered as attesting that the product complies with a certification reference system as defined by Article L 115-27 of the Consumer Code.

Similarly, the report in no way binds CNPP ENTREPRISE as regards the regulatory compliance of the facility in which the product covered by the report will be used.

STC.D3.b - Research and Development

Tests or research and development studies are services entrusted to CNPP ENTREPRISE outside the scope of compliance assessment.

As a result, the technical specifications specific to each order serve as the test baseline.

STC.D4 - Services of CNPP's testing laboratories for certification

The customer acknowledges having read the reference document for brand certification that defines the relationship between the certifier, the certification holder and CNPP ENTREPRISE. CNPP ENTREPRISE is a laboratory recognized by the certification body, as specified in the certification framework. In general, compliance with the requirements of the test standards is acknowledged without taking test uncertainties into account. In special cases where taking uncertainties into account is necessary (explicit request of the customer, requirement of the standard, etc.) it is mentioned in the test report. The report issued by CNPP ENTREPRISE is made on the basis of a single test or

technical evaluation as part of a certification.

The report certifies that one or more copies of the product under test meet the criteria of the specification and cannot be confused with the certificate issued by the certifier.

It does not guarantee that the marketed materials or products comply with the samples submitted for testing. It cannot under any circumstances be considered as attesting that the product complies with a certification reference system as defined by Article L 115-27 of the Consumer Code.

Similarly, the report in no way binds CNPP ENTREPRISE as regards the regulatory compliance of the facility in which the product covered by the report will be used.

STC.D5 - Result of services and industrial property

The services provided by CNPP ENTREPRISE result in the preparation of reports drafted under its heading, validated by management and issued in an original copy to the customer. CNPP ENTREPRISE keeps an original copy of this report for a period of 10 years.

Unless otherwise agreed with the company, the report is sent electronically in PDF format, considered by the company and CNPP ENTREPRISE as having an equivalent level of security and confidentiality as when sending mail by post.

Unless otherwise specified in the certification framework, the report is sent in electronic format to the address of the recipient of these terms and conditions.

Only original documents and certified copies are authentic for third parties. No modification or alteration may be made to these documents after communication of same. Reproduction of a document drafted by CNPP ENTREPRISE is only permitted in its entirety. Any other form of reference to CNPP ENTREPRISE services must be subject to prior written agreement from CNPP ENTREPRISE.

Unless otherwise specified in the certification reference system, all the property rights attached to the report specifically prepared for the customer in accordance with its order are transferred to the customer upon payment in full of the invoice.

STC E - SUBSCRIPTIONS TO STANDARDS AND OTHER DIGITAL SOLUTIONS

STC. STC.E1 - Nature and Performance of Standard Subscription Services

The subscription to digital standards is based on a number of registered nominative users and each user will receive an encrypted file for each repository purchased.

STC.E1.a - Adding a standard

If, during the subscription period, the customer wishes to add one or more repositories, an estimate will be sent to them including the initial cost of the

supplementary standard and the amount of the prorated subscription compared with the end of the calendar year.

STC.E1.b - Adding and removing users

If, during the subscription period, the customer wishes to add one or more users, an estimate will be sent to them indicating the cost corresponding to these supplementary subscriptions prorated in relation to the end of the calendar year. If the customer informs us in writing of the deletion of one or more users, an adjustment will be made at the time of the renewal of their subscription on the next 1 January.

STC.E1.c - Replacement of users

Further to the customer's request, and within the overall limit of the number of subscribed users, an unlimited number of users can be replaced.

STC.E1.d - Regeneration of files due to the non-creation of Adobe ID account by the subscribed user

If the user does not create their personal Adobe ID account, as stipulated in our various documents prior to the sale and installation of the subscription, the regeneration of the files at their request will be charged at 50% of the price of an annual subscription for a user.

STC.E2 - Nature and performance of Securibase subscriptions - Regulatory assistance

The nature of these services is described in the personalized service offer for each customer. Subscription to the online consultation of the database is intended for a single establishment (one geographical address) and 5 subscribers (5 log-ins and passwords). Any extension of the subscription or distribution to a group of establishments will be subject to a personalized study.

STC.E3 - Term of subscription and termination

A subscription to the digital repositories is obligatorily valid until December 31 of the current year.

A subscription to "Securibase - Regulatory Assistance" is obligatorily valid for a period of twelve consecutive months.

STC.E4 - Payment of price - invoicing

The rates included in the CNPP offer are valid for twelve months from the date of issue of the offer.

Service orders will be considered firm and definitive only after receipt by us of a signed purchase order, established by the customer in due form on letterhead bearing the mandatory information, including the date and number of the order, where appropriate accompanied by the proposal issued by CNPP, specifying the name and the quality of the signatory, accompanied by the total payment of the fixed price indicated in the CNPP offer.

In case of special agreement exempting the company from payment with the order, our invoices are payable by bank transfer within 30 days of the end of the month.

Unless otherwise agreed, the subscription is billed once in arrears.

For subscriptions to digital repositories, the amount of the subscription is prorated the first year depending on the date of the start of service. The price also includes the initial allocation of the files concerned by the scope of the offer.

In case of non-payment of an invoice, we reserve the right to suspend our services until full payment of the sums due has been received.

STC.E5 - Service Commitment

CNPP undertakes to provide file links as well as their updates to new editions during the term of the subscription. CNPP guarantees the quality of the services provided according to the methods indicated in this offer. However, CNPP cannot be held responsible for a failure of the Internet or of software and hardware that are the property of the customer. Subscriptions to CNPP service are permanently available, subject to technical interruptions related in particular to maintenance.

The connection and services covered by these conditions may present a risk of intrusion by third parties into the subscriber's system, which must take all appropriate precautions to protect its subscribers and software against such intrusions and against any contamination by viruses. Under no circumstances may CNPP be held liable for damage to the Subscriber's equipment or data as a result of its connection. CNPP is not responsible for the quality of data transmission, access times, any access restrictions on networks and / or servers connected to the Internet.

STC.E6 - Terms of Use

Subscribers undertake to keep their access code confidential. The customer undertakes not to assign, retransmit, copy, distribute, resell or distribute the data, in whole or in part, to third parties, without the express written permission of CNPP. CNPP reserves the right to interrupt this service if its terms and conditions have not been respected. In such a case, no credit note will be established for the remaining period of the subscription.

STC.E7 - Disclaimer

Customers are responsible for the use they make of the subscriptions. CNPP cannot under any circumstances be held liable for damages of any kind, including intangible damage (loss or delay of exploitation, commercial or financial loss, etc.) that could result directly or indirectly from the interpretation and / or the

extrapolation of information from the subscriptions.

STC.E8 - Breach of contract

The subscription is taken out for an indivisible and irrevocable maximum firm period of 12 months as of the subscription. Consequently, no credit note will be established, even if the customer informs CNPP that they no longer wish to use the digital subscription services, whatever the reason given.

However, if the interruption of the service(s) during the period is due to CNPP for reasons of force majeure, a credit note will be established pro rata and will be refunded to the customer.

STC F - SUBSCRIPTIONS TO REVIEWS

These conditions of sale are applicable in full to the "Face au Risque" magazine. They are also applicable to the review "L'Expert" except STC.F2.b and STC.F2.c

STC. F1 – Underwriting

The subscription is taken out for a fixed period (1 year or 2 years) and cannot be cancelled by the subscriber before its end. Subscriptions are not tacitly renewable. At the end of the subscribed period and if you have not taken out a new subscription, the subscription ceases.

STC. F2 – Conditions of access to delivery

The publication or service is provided according to the media and the number of issues specified at the time of the order or for a period fixed at the time of the order.

STC. F2. a - Subscription to a paper medium

The paper magazine is sent by La Poste to the address indicated on the order form, which can only be in the agreed geographical area. As such, the subscriber undertakes to provide all the information necessary for the proper delivery of the magazine and in particular to transmit to the publisher any change of address, name, etc. The delivery times and times are those usually practiced by the postal services, the Publisher declines all responsibility in the event of defect and/or delay in the delivery of the magazine caused by a total or partial malfunction of the postal service.

STC. F2. b - Subscription to online support

Access to the www.faceaurisque.com website and consultation of the magazine in flip-through digital format require the subscriber to create a nominative and individual account on the site. The subscriber undertakes to provide true, accurate, up-to-date and complete information about his identity, position, email address, the identity of his company as well as any information requested in the order form. They agree to update their account information as soon as necessary. In the event that the subscriber provides false, inaccurate, outdated or incomplete registration data, the Publisher shall be entitled to suspend or terminate

his subscriber account without notice and to refuse him/her immediate and future access to all or part of the site without having to reimburse the sums paid. After creating and validating their account, the subscriber will receive their strictly personal and confidential access data by e-mail, allowing them to authenticate themselves at the time of their connection to the site.

STC. F2. c - Access to the website

The creation of an account is not necessary for the consultation of free and open access content for a visitor to the site but may be required in order to benefit temporarily or not from certain non-paid prerogatives (trial offers, sending of free letters of invalidation and/or alerts, etc.).

Content with "subscriber" access is accessible after authentication with the email address and a password defined by the subscriber.

STC. F3 – Entry into force and duration of subscription

CSA. F3. a - The subscription starts from the time the publisher registers the order. The subscription is taken out for the number of issues of the publication or the initial duration specified on the order form (paper or electronic bulletin) at the time of subscription.

Open-ended subscription

In the case of a free-time subscription (recurring payment on a credit card or bank account), the payment is renewed automatically, **every 2 months**.

As a free-time subscriber, you cannot cancel your subscription during the fixed period of commitment contracted, i.e. **1 year**. After the expiry of this specified period, you may cancel your subscription at any time by writing to CNPP - Service Abonnements - Route de la chapelle Réanville - CS22265 - 27950 SAINT MARCELL. The termination will be effective at the end of the current period covered by the last debit made from your account.

STC. F3. b - Right of withdrawal

Only buyers, who are non-professional natural persons, are concerned by this paragraph. In accordance with articles L.120-20 et seq. of the Consumer Code, you have a period of 14 days to exercise your right of withdrawal without having to justify your reasons or pay any penalties with the exception, where applicable, of the return costs. This right can be exercised by using the withdrawal form accompanied by the invoice. All must be sent by registered mail with acknowledgement of receipt to the following address: CNPP -Service Abonnements – Route de la Chapelle Réanville – CS 22265 – F 27950 Saint-Marcel. Magazines purchased in flip-through digital format are exempt from the right of withdrawal. Buyers, who are natural persons and professionals, do not benefit from any withdrawal period.

STC. F3. c - Cessation of publication

In the event that **the publication for which the subscription is discontinued**, the publisher will reimburse the amount received for the number of issues of its Subscription remaining after the last publication.

STC. F3. d - Termination by the publisher

In the event of:

- a) failure to pay an invoice;
 - b) infringement by the subscriber of the scope of the rights granted to him pursuant to his subscription;
 - c) attempted intrusion, breach of software integrity or counterfeiting of the websites and Services by the Subscriber;
- The Publisher may, in its sole discretion:
- suspend access to the service, without prior notification to the subscriber, or
 - terminate the subscription, by operation of law upon expiry of 15 days' notice after sending a formal notice by registered letter with acknowledgement of receipt.
- In all the above cases, all sums remaining due by the Subscriber will be immediately due without prejudice to any damages that may be due to the publisher.

STC. F4 – Intellectual Property

The publisher is the sole owner of the content (texts, images, trademarks, etc.) of its publications and services and of all the related exploitation rights.

The subscriber is only authorised to reproduce and print on paper, for his or her personal use only, the content to which he or she accesses as part of his or her subscription.

The subscriber expressly refrains from:

- any total or partial reproduction, any distribution or publication (in particular online, by e-mail, by networking, RSS feeds, etc.), free of charge or for a fee, of the content to which it has access, of the publisher's trademarks, of the titles of publications, services, and more generally of infringing the intellectual property rights held by the publisher or by third parties on the publications and/or services as well as on all the data accessible via the publications of the Publisher;

- to use the titles of the Publications, the denominations / trademarks of the Services or the name of the Publisher in its advertising and commercial documents, without the prior written consent of the publisher;

- any sharing, even free of charge, of the "subscriber" access from which he or she benefits and refrains from any transmission of his or her access codes to any unauthorized third party, from reconstituting or attempting to reconstitute the computer solution or database used in the context of the Service on his or her own behalf or for the purpose of offering directly or indirectly, free of charge or for a fee, the same or a comparable service, to third parties and/or disseminate or sell, in any way, any material obtained through the Service for the purpose of assisting a person in reconstituting, in whole or in part, an equivalent service;

The subscriber also undertakes to comply with the legal and regulatory provisions in force and in particular not to use discussion forums, comment areas, etc. offered by the publisher to create, write or commit, transmit or communicate any illegal message, information or content, and in particular insulting, insulting, defamatory, abusive, violent, obscene or pornographic or including a provocation to discrimination or hatred based on race, religion, sex or other, a provocation to crimes or an apology for a crime or likely to alter the functioning of computer systems, in any way.

In the same way, the subscriber undertakes to respect the rights of third parties, in particular the right of each person to respect for his or her private life, and all intellectual property rights (copyright, related rights, database rights, trademark law, patent law, designs or models, trade secrets, etc.). Finally, the subscriber undertakes not to disseminate via the publication unsolicited messages of the advertising, promotional, chain mail or other type, and to request from the Publisher an express and prior authorization for the establishment of any deep link on or with any content of the publication.

STC. F5 – Financial Conditions

STC. F5. a – Order

A subscription can be taken out by:

- the sending to the publisher's address of a duly completed paper order form,
- Or
- online on the publisher's website by entering the personal data and payment information requested and after validation by the Subscriber of his data.

Orders are not acknowledged, delivery of orders is not acknowledged, as confirmation.

Non-compliant or incomplete orders cannot be fulfilled.

STC. F5. b - Invoicing and payment

Subscription prices are indicated in euros including VAT, including shipping costs for paper deliveries in metropolitan France, the French overseas departments and territories and internationally.

Payment methods:

The subscriber chooses his payment method on the order form:

- **By cheque** : sent to the publisher's address indicated on the order form and accompanied by the printed invoice after entering the online order, or the original invoice after receipt.
- **by bank transfer** : payable to the publisher whose bank details appear on the order form. The transfer must be accompanied by the order references.
- **by credit card** : CB or VISA, by entering the details and expiry date of their bank card. The data is encrypted during

transmission according to the SSL (Secure Socket Layer) protocol which guarantees the safe circulation of this information.

The pages in which the subscriber is invited to give the number of his card are simply hosted by the publisher who cannot be held responsible in the event of misappropriation of the information entered online by the subscriber. Once the online payment has been made and validated by the bank, the subscriber will receive a confirmation by email with all the data recorded concerning his order as well as a file number to be kept imperatively.

- **by SEPA direct debit** : payment by SEPA direct debit in the name of the Publisher on the basis of a prior authorisation given by the subscriber, materialised by a mandate, accompanied by a bank account details and addressed to the Publisher. This mandate is characterized by a "Unique Mandate Reference" (RUM). It is your responsibility to communicate, when concluding a subscription by direct debit and signing a mandate, accurate and complete information and to inform the publisher as soon as possible of any changes to said information that occur during the contract at the above-mentioned address. Any revocation of the SEPA direct debit mandate will result in the termination of the subscription contract.

Regardless of the type of subscription subscribed to, only the subscriber is responsible for paying by credit card for the service offered. The publisher is not responsible for any payment issues related to the malfunction of the e-commerce service.

In accordance with the legal and regulatory provisions, in the absence of payment by the due date, late payment penalties of an amount equal to the last rate applied by the European Central Bank plus 10 points will be applied to the amount of the remaining amount due, including VAT, without any formal notice being necessary.

The rate applicable during the first half of the year concerned is the rate in force on 1 January of the year in question and the rate applicable for the second half of the year in question is the rate in force on 1 July of the year in question.

In addition, a lump sum compensation of €40 for recovery costs may be claimed.

STC. F6 – Limitations of Liability

The publisher can only be held liable in the event that it has failed to fulfil one of its obligations and caused direct and certain damage to the subscriber. For maintenance reasons, the publisher reserves the right to temporarily suspend all or part of access to the digital version of the publication and/or to the services without notice, without the resulting unavailability giving rise to any right to any compensation for the benefit of the subscriber.

In addition, given the nature of the Internet network, the subscriber acknowledges and accepts that the publisher cannot be held liable for any interruptions or alterations in access to the digital version of the publication and/or to the Services, which may result from the network itself, the means of connection used by the subscriber, or any other cause external to the publisher.

It is specified that all hardware and software necessary for access to and consultation of the digital version of the publication and/or services remain the exclusive responsibility of the Subscriber.

CSA. F7 – Personal data

In accordance with the French Data Protection Act of 6 January 1978, as amended, subscribers have the right to access, rectify and withdraw any personal data that they have brought to the attention of the Publisher. Subscribers may exercise their rights by sending an email to the following address: abonnements@cnpdp.com

In compliance with this law, the data processing carried out by the publisher is strictly necessary for the management of subscriptions.

The data protection policy is available on our dedicated page.

CSA. F8 – Non-transferability

The subscriber may not assign all or part of the rights and obligations resulting herein to a third party, without the express prior authorization of the publisher.

STC. F9 – Dispute Resolution

These online terms and conditions of sale are subject to French law. In the event of a dispute, jurisdiction is attributed to the competent courts of Evreux, notwithstanding multiple defendants or third party claims.

STC G – ADVERTISEMENTS

STC. G1a – Print and web insertion procedures

The delivery of an advertising order by the advertiser or its agent implies the unreserved acceptance of the conditions below.

The locations of the advertising insertions are determined by the press title and cannot be guaranteed. Only "preferential" and "de rigueur" locations are imperative and can be confirmed by acknowledgment of receipt to the advertiser.

The technical elements must be submitted 3 weeks before the publication of the print and 1 week before the date of publication for web insertions. In the case of a contract with several insertions, if a new document has not been received within this period, the previous insertion will be automatically renewed.

The texts and illustrations of an advertisement are published under the sole responsibility of the advertiser. Any reproduction rights of photographic documents entrusted to the magazine by the advertiser are the responsibility of the latter. All editorial advertising must bear the mention "advertising" or "advertorial".

In the event that the journal is required to intervene for the composition or transformation of an advertisement, a proof may be submitted to the advertiser who will request it if the files have been submitted to the journal on time. The proof provided must be returned to the magazine, bearing the signature and stamp of the advertiser or his agent and bearing the words "Ready to print". Failure to return the event within the set deadlines implies "ipso facto" the acceptance of the advertiser.

To be accepted, any cancellation of insertion must be notified two months before the announced publication date of the issue in question and four months for special locations. Any change in the size of the order will result in the application of a price reminder, if necessary.

STC. G1b – Security Directory

The security directory is open to all professionals. Registrations are voluntary. Although verified, RISK FACING cannot guarantee the accuracy of all information reported by companies. The security directory does not replace the lists of companies holding an Apsad, A2P, CNPP Certified certification, which can be consulted on the www.cnpp.com website.

STC. G2 – Refusal to insert

The publisher reserves the right to refuse, he alone being the judge and without indicating the reason, any advertising that he considers contrary to the proper conduct, the presentation of the publication and more generally to his material or moral interests.

STC. G3 – Agent

Any purchase order sent by an agent of an advertiser must be accompanied by a mandate specifying unequivocally the scope and duration of the order. CNPP ENTREPRISE SARL considers that the advertiser and the intermediary are jointly and severally liable for the payment of the invoice. In the event of default by the advertiser, the intermediary is deemed to have given a guarantee of belief and to be liable for the debts of the advertiser who mandated him.

STC. G4 – Billing and Payment Terms

STC. G4.a Invoicing

Invoices will include the amount excluding tax to which the VAT rate in force at the time the invoice is issued. Insertions are invoiced at the time of publication.

STC. G4.b Terms of Payment

Invoices are payable net 30 days.

In the event of late payment, late payment interest will be charged on the basis of the ECB's refinancing rate plus 7 percentage points.

In the event of non-payment, the submission of the file to our litigation department would automatically result in a 25% increase as a penalty for non-compliance with the contractual obligation.

A delay in publication cannot lead to a refusal of payment by the advertiser. Only the publication number of the magazine, indicated in the order of advertising, confirms the period chosen by the advertiser.

An error due to the review, causing a change in the understanding of an advertisement can in no way lead to its non-payment. The journal will publish the corrected announcement in one of its next issues.

The failure of the magazine to execute a total or partial advertising order can neither justify a claim for compensation on the part of the advertiser, nor exempt the latter from paying for previous insertions.

In the context of a purchase of space by a duly mandated intermediary, the intermediary is deemed to have given a guarantee of belief and to be liable for the debts of the advertiser who mandated him. If the intermediary defaults, CNPP ENTREPRISE SARL reserves the right to take action against the advertiser, even if the latter has already made the payment in the hands of the intermediary.

STC H - PUBLICATIONS STORE

STC. H1 - Order Processing and Invoicing

Your order (or access to the online service) is taken care of as soon as it is registered, accompanied by payment by credit card, bank or postal cheque payable to CNPP ENTREPRISE, specifying: the references of each item, the quantities requested, the full billing address (and delivery address if different).

If you have any questions about your payment method, contact the boutique team on 02 32 53 64 34.

All sales are made on a firm and final account and are subject to an invoice justifying payment. CNPP Editions reserves the right to modify its prices at any time, but products are always invoiced on the basis of the prices in force at the time of registration of

orders, subject to the availability of the items on that date.

STC. H2 - Availability and Routing of Items

Our items are offered while stocks last. In the event of unavailability, CNPP Editions undertakes to notify the customer directly as soon as possible. Orders are generally shipped within 5 to 7 working days after the payment is recorded and except for exceptional reasons (out of stock, public holidays, summer period, etc.). The average delivery time for the Post Office in Metropolitan France is 2 to 5 days. The items travel by post or TNT.

STC. H3 – Reproduction rights, intellectual property and copyright

All elements and content reproduced on the cybel.cnpp.com site or accessible via online or printed publications are protected by intellectual property law and copyright law for the benefit of CNPP Entreprise and/or the authors or successors. CNPP Entreprise does not authorise the total or partial reproduction of its publications by any means whatsoever. The user is therefore prohibited from copying, reproducing, disseminating, selling, publishing or exploiting in any format (electronic, online, paper, etc.) and in any way whatsoever any element of CNPP Entreprise. The payment of the invoice is in no way equivalent to the transfer of intellectual property rights, which remain exclusively those of CNPP or its beneficiaries.

STC. H4 - Right of withdrawal

In accordance with articles L.120-20 et seq. of the Consumer Code, you have a period of 14 days to exercise your right of withdrawal without having to justify your reasons or pay any penalties with the exception, where applicable, of the return costs. The fourteen-day period runs from the date of receipt of the items. You can exercise this right on all items purchased except for DVDs, multimedia tools unsealed by the customer. This guarantee does not apply to services whose performance began before the end of the fourteen-clear day period: digital books, videos, online subscription offers that are orders with an obligation to pay (Article L 121-20-2 of the same Code). The item must be returned in its original packaging and/or blister pack, in perfect condition, and accompanied by a photocopy of the invoice as well as the withdrawal form provided for this purpose. Returns should be made to: CNPP Editions – Route de la Chapelle Réanville – CS 22265 – F 27950 Saint-Marcel. Items that are damaged, damaged or soiled by the customer will not be returned.

STC. H5 - Claims

Any complaint concerning a product must be made within 7 working days of receipt. Beyond this period, no claim can be accepted. Please send it to us by email at the following address: editions@cnpp.com. Our customers' complaints are processed in order to respond to them as soon as

possible and to continuously improve the quality of our products and services.

STC. H6 - Special conditions related to digital formats

Purchasing a digital format requires an account.

Each book purchased in digital format is nominative, valid for one person and is accessible throughout the life of our site in html format via the internet. (No PDF format).

Offline consultation is only possible with the offline mode reader (offered by CNPP Editions and to be downloaded from cybel.cnpp.com). All digital books purchased on Cybel open a personal Cybel account and can be synchronized on this player. They can be consulted online or offline from the internet. No more refunds will be possible after the account is synchronized. Our library is not available for the moment on tablets, e-readers and smartphones or Iphone. Digital formats have different options depending on the annual subscription.

a- Digital format, one account = one user (the change of user must go through our services):

- Annual subscription option (reserved for the APSAD and CNPP repository collection) This option is only possible when purchasing a digital format. It cannot be added later. Unlimited online access to the purchased repository(s) and subsequent versions at purchase that appear during the subscription term. No printing, no downloading. Playback possible in offline mode. Commitment 1 year.
- Annual subscription option with printing (reserved for the APSAD and CNPP reference collection) This option is only possible when purchasing a digital format. It cannot be added later. Unlimited online access to the purchased repository(s) and subsequent versions at purchase that appear during the subscription term. Printing possible (html version quality) chapter by chapter from chapter 1. Reading possible in offline mode. Commitment 1 year.

b- Combined paper and digital offer with a discounted rate of 20% Acquisition of a printed book. Unlimited online access to its digital version (HTML and non-PDF version) Single user with 2 IP addresses available. No printing, copying and pasting possible. Playback possible in offline mode.

c- Educational films/videos Each video purchased is accessible on the internet for the entire duration of its marketing by CNPP Éditions. No download. No offline playback capability.

d- Digital forms

The digital forms and their archives are accessible via the internet for the entire duration of the solution being marketed by CNPP Éditions.

The number of archives is limited to 4 per edited form.

e- Tailor-made offers If you wish to acquire personalised products or services (e.g. multi-user offers, customisation of covers, printing of digital works outside of standards, etc.): contact our sales department by email at editions@cnpp.com or your usual correspondent.

f- Special conditions of purchase

You can benefit from preferential conditions according to certain criteria: contact our sales department by email at editions@cnpp.com or your usual correspondent.

STC I - CONTINUING VOCATIONAL TRAINING

STC.I1 - Inscriptions

Phone bookings for training courses will only be considered firm upon receipt of the order form provided by CNPP, completed by the customer in due form, indicating the internal order number to the customer if applicable, and the name and quality of the signatory, or failing that, a written confirmation with the same items of information.

Three weeks before the beginning of the training course, CNPP will send the customer the training course agreement which must be returned to the CNPP duly signed.

Affidavits, certificates and diplomas can only be sent after the training course and after full payment of the sums due for the training course concerned.

STC.I2 - Rates

The prices listed in the catalog are firm and final.

They are exclusive of tax and per person, VAT in force applicable in addition. They do not include the transportation costs of trainees from their company to the training location, nor the costs of accommodation and / or catering, the latter being specified separately according to the customer's choice.

STC.I3 - Terms of payment

STC.I3.a Special trainees

At the end of the withdrawal period, the trainee must pay the full price of the training course.

STC.I3.b Companies domiciled in

territories with French sovereignty Payment will be by check or bank transfer within 30 days end of month, date of invoice.

STC.I3.c Companies not domiciled in

territories with French sovereignty Payment will be made on registration or with the order by check or bank transfer

STC.I4 - Termination of the agreement

STC.I4.a Termination by the training organization

CNPP reserves the right to postpone certain sessions and maintain the tariff conditions even if the postponed training

takes place the following year. The company is notified as soon as possible in writing.

In the event of cancellation without a proposed postponement, the signed agreement is considered to have lapsed. Any sums received are returned in full to the company concerned.

On the other hand, in case of cancellation of the training course, CNPP will propose, in case of re-enrollment on another course of equivalent duration, a reduction of:

- 15% if the cancellation occurs between 0 and 3 calendar days before the start of the course
- 10% if the cancellation occurs between 3 and 9 calendar days before the start of the course
- 5% if the cancellation occurs between 10 and 20 calendar days before the start of the course

These provisions apply except in cases of force majeure.

STC.I4.b Termination by the company

STC.I4.b1: Termination during training -

reduction in the scope of the agreement If, as a result of absenteeism or abandonment from a training course by a trainee, the company is required to terminate the agreement, CNPP will invoice the partial completion of the training course on the basis of the total price initially calculated pro rata temporis the trainee's effective participation in the training course. An early reduction in the scope of the agreement will take place.

This provision is not exclusive to the implementation of STC.I3.b2.

STC.I4.b2: Withdrawal clause

If the company terminates the agreement during the cancellation period or during the training period, CNPP ENTREPRISE is entitled to receive a cancellation fee.

In this case, these sums, minus the sums invoiced under article STC.I4.b1, will be deemed a withdrawal and may not therefore be considered professional training expenses.

STC.I4.b3: Cancellation lead-time and amount of deductions

The withdrawal clause will apply 20 days before the start of the training course.

These fees will represent:

- 30% of the sales price of the training course between 10 and 20 calendar days before the start of the course, except in the case of training mobile units.
- 30% of the sales price of the training course between 10 and 30 calendar days before the start of the course, in the case of training mobile units.
- 50% of the sales price of the training course between 3 and 9 calendar days before the start of the course
- 100% of the sale price of the training course 3 days or less before the start of the course

STC.I5 - Withdrawal period

Individual trainees have a withdrawal period of 10 days from the date of signing the training contract with the organization.

They must inform the organization by registered letter with acknowledgment of receipt. In this case, no sum can be claimed by the organization.

STC.I6 - Intellectual Property

The training materials and documentation provided by the CNPP are the intellectual property of the CNPP and cannot under any circumstances be used other than for personal purposes. Any copy or reproduction is reserved for private use.

STC.I7 - Data Protection

The files on trainees, duly declared to the French Data Protection Authority (CNIL), are used to manage CNPP customers and to inform CNPP's authorized representatives about new products and the main operations of the Association of Professional Engineers and Executives approved by CNPP (AGREPI). CNPP is authorized to communicate these lists of graduates (contact details) free of charge to associations of CNPP graduates to facilitate networking. The trainees may oppose the distribution of their contact details by written request to the CNPP Training department.

STC.I8 - Use of the CNPP Name

The qualifications obtained at the end of training courses are delivered individually. They cannot in any way substitute for company certifications and their use by customers in their communication must not create the slightest ambiguity with APSAD service certifications. In this respect, CNPP reserves the right to take court action against any misuse.

STC J - CERTIFICATION ACTIVITIES

STC J.1 - CERTIFICATION ACTIVITIES

Anyone joining a certification process signs a certification contract with CNPP CERT.

This contract is governed, in the order of application of the documents:

1. by the specific reference document for the application for which the customer is applying
2. by the rules of use of the certification mark concerned by the general reference document applicable to the domain, namely:
 - B0: General Service certification reference document
 - H0: General Product certification reference document
 - G100: General reference document for "Experts Evaluators and Insurance" certification
 - K300: General reference document

for "Management Systems" certification

3. This contract is equally governed by CNPP Group General Terms and Conditions. Reference should be made to each of the above documents on a case-by-case basis as necessary.

STC J.2 - CERTIFICATION ACTIVITIES (in addition du GTC6)

All CNPP staff are required to strictly observe professional secrecy. CNPP refrains from communicating to anyone, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial, etc., which has been communicated to it in the context of its assignment. In the context of activities falling within the scope of the certification, apart from the brand certifier and persons who are mandated on behalf of the accreditation bodies under a confidentiality agreement, CNPP Cert. is prohibited from communicating to anyone, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial that has communicated to it within the framework of this assignment. In addition, the same persons may be required to be observers during laboratory tests or during audits or on-site inspections.

STC L – SUBSCRIPTIONS TO THE REPOSITORIES and OTHER DIGITAL SOLUTIONS OF CNPP EDITIONS

STC. L1 – Duration of the subscription to the services

Subscriptions to CNPP Editions' repositories and other digital solutions are subscribed for a period of one or two years depending on the offer.

STC. L2 - Nature and performance of repository subscription services

Subscription to digital repositories is based on a number of declared and nominative users and each user has nominative access to cybel.cnpp.com. Generic email addresses are not accepted.

STC. L2.a - Adding a repository
If, during the subscription period, the customer wishes to add one or more repositories, a quote will be sent to the customer including the initial allocation of the additional repository and the prorated amount of the subscription.

STC. L2.b - Adding and Removing Users
If, during the subscription period, the customer wishes to add one or more users, a quote will be sent to the customer indicating the amount corresponding to these additional subscriptions on a pro rata basis. If the customer informs us in writing of the deletion of one or more users, an adjustment will be made at the time of renewal of his subscription on the anniversary date.

STC. L2.c - User Replacement

Following the customer's request, and within the overall limit of the number of subscribed users, user replacements are unlimited.

STC. L3 – Payment of the price – Invoicing

The rates included in the CNPP offer are valid for twelve months from the date of issue of the offer. Orders for services will only be considered firm and definitive after receipt by our services of a signed order form, drawn up by the customer in due form on letterhead bearing the mandatory information, in particular the date and number of the order, possibly accompanied by the proposal issued by CNPP, specifying the name and capacity of the signatory, accompanied by the total payment of the lump sum mentioned in the CNPP offer. In the event of a special agreement exempting the company from payment on order, our invoices are payable by bank transfer at the end of the month. Unless otherwise agreed, the subscription is invoiced in one lump sum at the end of the term. In the event of non-payment of an invoice, we reserve the right to suspend our services until the sums due have been fully settled.

STC. L4 - Service Commitment

CNPP undertakes to provide access and updates to the publication of new editions during the subscription period. CNPP guarantees the quality of the services provided according to the methods indicated in the offer. On the other hand, CNPP cannot be held responsible for a failure of the Internet network or of the software and hardware that are the property of the customer. The availability of subscriptions offered by CNPP is permanent, subject to technical interruptions related in particular to maintenance.

The connection and services covered by these terms and conditions may present a risk of intrusion by third parties into the subscriber's system, who must take all appropriate precautions to protect its subscribers and software against such intrusions and against any contamination by viruses. Under no circumstances shall CNPP be liable for any damage to the Subscriber's equipment or data as a result of its connection.

CNPP is not responsible for the quality of data transmission, access times, or any access restrictions on networks and/or servers connected to the Internet.

STC. L5 – Reproduction rights, intellectual property and copyright

All elements and content offered on subscription are protected by intellectual property law and copyright law for the benefit of CNPP Entreprise and/or the authors or successors. CNPP Entreprise does not authorise the total or partial reproduction of its publications by any means whatsoever. The user is therefore prohibited from copying, reproducing, disseminating, selling, publishing or exploiting in any format (electronic,

online, paper, etc.) and in any way whatsoever any element of CNPP Entreprise. The payment of the invoice is in no way equivalent to the transfer of intellectual property rights, which remain exclusively those of CNPP or its beneficiaries.

STC. L6 - Terms of Use

Subscribers undertake to keep their access codes confidential. CNPP reserves the right to interrupt this service if it turns out that the conditions have not been respected.

In this case, no credit will be established for the remaining period.

STC. L7 – Liability clause

The customer will be responsible for the use he will make of the subscriptions taken out.

CNPP may not be held liable under any circumstances for damages of any kind, including immaterial damage (loss or delay in operation, commercial or financial loss, etc.) that may result directly or indirectly from the interpretation and/or extrapolation of the information from the subscriptions taken out.

STC. L8 - Termination of contract

The subscription is taken out for a maximum indivisible and irrevocable period of 12 months set at the time of subscription.

As a result, it will not be established that the customer will have credit, even if the customer informs CNPP that he no longer wishes to use digital subscription services, regardless of the reason given.

On the other hand, if the termination of services during the period is due to CNPP for reasons of force majeure, a credit note will be established on a pro rata basis.