B TO B (*) GENERAL TERMS AND CONDITIONS OF SALE

(*) B (Business) to B (Business)
PREAMBLE

AFCEN, an association established in 1981, registered under SIREN number 326 754 207, whose head office is on the premises of EDF at 2 rue Ampère – 93206 SAINT DENIS CEDEX, France and whose administrative office is located at 1 place Jean Millier – 92400 COURBEVOIE, France (hereinafter ‘AFCEN’), telephone number: +33 (0)1 34 96 80 35 – E-mail address: contact@afcen.com is an entity that brings together a large number of important nuclear industry operators, both nationally and internationally. AFCEN is VAT (Value Added Tax) registered.

The purpose of AFCEN is to develop technical rules, formalised in codes and other reference documents, for the operation of nuclear reactors. In order to be able to produce these technical rules, which facilitate a high level of quality and safety, AFCEN has created groups of experts that are capable of providing industrial feedback and a real advance in knowledge in such matters.

In connection with its activities, AFCEN edits and operates the Internet site, https://www.afcen.com/ (hereinafter the ‘Site’), from which it sells, in particular, all of its publications, codes and other professional documents (hereinafter the ‘Publications’). The Site presents AFCEN and explains its purpose.

These general terms and conditions of sale and services (hereinafter the ‘GTCS’) apply to all purchases of Products and Services, in particular:

- all purchases of RCC codes (which lay down precise and practical rules for the design, construction and in-service inspection of components for use in industrial or experimental nuclear facilities) and of technical Publications made on the Site by a Customer (hereinafter the ‘Customer’) as part of a remote sale.
- reservations made on the Site AFCEN.com to attend an event or conference.

IMPORTANT

Placing an order on the Site necessarily implies full acceptance of the GTCS and, unless otherwise provided by law, the renunciation of the Customer's general terms and conditions of purchase, if any.

1. DEFINITIONS

The terms set out below shall have the following meanings in these GTCS:

- ‘Digital Library’: means the area of the Site where the Customer may download digital Publications for which he/she has previously acquired a licence.
- ‘Customer’: means AFCEN's co-contractor.
- ‘Membership fees’: means the fees that the Customer pays to become a member of AFCEN and accordingly support its work.
- ‘Personal Area’: means the interface at which the Customer can connect to the Site in order to have access to his/her personal information, invoices and the Digital Library.
- ‘Delivery’: means the first presentation of the Paper Publications ordered by the Customer. Delivery shall be made by delivery of the Publications to the delivery address mentioned at the time of the order.
- ‘Products’: means, collectively, all of the items (products and services) sold by AFCEN on its Site, and particularly the Publications, RCC Codes and Reservations for events or Conferences.
- ‘Publication’: means all editorial content, whether in digital or paper form that AFCEN publishes and sells on the Site, in particular the RCC Codes, technical publications, addenda, and updates. This term means collectively either Paper Publications or Digital Publications.
• ‘Digital Publication’: means any Publication made available to a Customer by AFCEN in an electronic format. When such Digital Publications are acquired by a Customer, they shall be available on the Digital Library in his/her Personal Area and may be downloaded in the form of a PDF file.
• ‘Paper Publication’: means any Publication made available to a Customer by AFCEN in the form of a physical work in paper form, delivered to the Customer's address.
• ‘Reservation’: means the price to be paid by a Customer in order to be able to attend an event organised by AFCEN, the access to which is proposed for sale directly on the Site.
• ‘Downloading’: means the method used by AFCEN to make Digital Publications available to the Customer. The Downloading of Digital Publications shall be done on the Digital Library, available on the Customer's Personal Area.
• ‘Territory’: means the geographic area within which AFCEN can make a delivery.
• ‘User’: means any person who has access to and browses the Site.

2. PURPOSE
These GTCS govern the sale by AFCEN to its Customers of the Products available on the Site. The Customer is hereby clearly informed and acknowledges that these GTCS shall govern all orders placed by the Customer on the Site with a view to the purchase of a Product.

3. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS
Unless there is a written framework agreement between AFCEN and the Customer, these GTCS and those that may be agreed to or negotiated shall be valid for a given sale only. The fact that they may be repeated from one sale to another shall under no circumstances create a vested right for the benefit of the Customer or any framework agreement whatsoever between AFCEN and the Customer.

The Customer shall read these GTCS attentively and accept them before paying for a Product order placed on the Site. These GTCS must be consulted and then accepted before an order is placed. The Customer is requested to attentively read, download and print the GTCS and keep a copy of them.

By clicking on the first button in order to place the order and then on the second to confirm the said order, the Customer shall thereby acknowledge that he/she has read, understood and accepted the GTCS without any limitation and unconditionally.

4. INFORMATION RELATING TO THE CUSTOMER
The Customer shall be requested to provide information that enables him/her to be identified by completing the form available on the Site. The following sign (*) indicates the mandatory fields that must be completed so that the Customer's order can be processed by AFCEN.

The information that the Customer provides AFCEN when placing an order must be complete, accurate and up to date. AFCEN reserves the right to request that the Customer confirm his/her identity, eligibility and the communicated information by all appropriate means.

5. ORDERS

5.1. Characteristics of the Products
AFCEN shall display the essential characteristics of the Products on the Site and information that is mandatory by virtue of applicable law.

The Customer consequently agrees to read them attentively before placing an order on the Site.
After familiarising him/herself with the product’s characteristics, the Customer, under his/her sole responsibility and depending on his/her own needs, shall choose the Product or Products that he/she wishes to order. As AFCEN has no obligation to provide advice, in no manner may it be held liable in this regard.

The availability of the Products shall be displayed on the Site. Unless otherwise stated on the Site, all Products sold by AFCEN shall be new and comply with existing European legislation and applicable French standards. The Products offered by AFCEN are only available when the Site states that they are available.

5.2. Ordering procedure
Product orders shall be placed directly on the Site. To place an order, the Customer shall follow the stages described below.

5.2.1. Selecting Products and adding them to the cart
The Customer shall select the Product or Products of his/her choice by clicking on the Product or Products in question and choosing the desired quantity or also the characteristic of the desired Product, as the case may be. Once the Product has been selected, it shall be placed in the Customer's cart. The Customer may add as many Products as he/she wishes to his/her cart.

5.2.2. Placing the Order
Once the Products are placed in his/her cart, the Customer must click on the cart and verify that the content of his/her order is correct.

1. In order to definitively validate this cart, the Customer shall then, if he/she has not yet done so, identify him/herself or register on the Site by creating an account. The Customer may not definitively validate his/her order until he/she has been identified.

2. After identifying him/herself, the Customer shall enter or confirm his/her billing address, which shall cause the price to be adjusted in accordance with any new applicable taxes.

3. Once these initial stages have been completed, the Customer shall see a page that summarises all the characteristics of his/her order, his/her billing and delivery addresses, as well as his/her intra-Community VAT number.

4. After checking this page, the Customer may:
   - Modify his/her cart;
   - Modify the information concerning him/her;
   - Confirm his/her order and select the payment method (by bank card on the Site or by making the payment at a later date by bank transfer or cheque, which is to be sent to AFCEN before the Product is delivered).

Placed orders shall include all of the information that is needed to process them.

Unless AFCEN gives its specific, prior and written agreement, the order shall be definitively validated and accepted by AFCEN upon full payment of the price of the ordered Products, in principal and incidental costs; the sale concluded between AFCEN and the Customer shall, however, be subject to the condition subsequent that the ordered Product is available.

The order shall be cancelled if it transpires that the Customer has not paid for – in full or in part – other prior orders placed on the Site.
5.2.3. Acknowledgement of receipt

Once all the aforementioned stages are completed, a page shall appear on the Site in order to acknowledge receipt of the Customer’s order. Such acknowledgement of receipt shall, more particularly, provide the Customer with an order number.

A copy of the acknowledgement of receipt of the order shall be automatically sent to the Customer by E-mail, provided that the E-mail address specified on the registration form is correct.

AFCEN shall not send any order confirmation by regular mail or by fax.

5.2.4. Invoicing

During the ordering process, the Customer shall enter the information that is necessary for invoicing purposes (the following sign (*) shall indicate the mandatory fields to be completed so that AFCEN can process the Customer’s order).

In particular, the Customer shall clearly indicate all information related to the Delivery, especially the exact Delivery address, his/her intra-Community number, as well as any access code for the Delivery address.

Neither the order form that the Customer creates online nor the order’s acknowledgement of receipt that AFCEN sends to the Customer by E-mail shall constitute an invoice.

Regardless of the order or payment method used, the Customer shall receive the original copy of the invoice when the Products are delivered, at the latest.

5.3. Date of the order

The date of the order shall be the date on which AFCEN validates the order once payment of the order has been received in full. The time limits mentioned on the Site shall not begin to run before such date.

5.4. Prices

The Customer shall find the prices for all the Products given in euros, excluding taxes, on the Site. Prices shall include, in particular, value added tax (VAT) at the rate in effect on the date of the order, depending on the country of Delivery. Any modification of the applicable rate may affect the price of the Products as of the date the new rate comes into effect.

The applicable VAT rate, if necessary, shall be expressed as a percentage of the value of the Product sold.

Unless a major mistake has been made, the prices indicated shall be valid. The applicable price shall be that mentioned on the Site on the date on which the Customer places the order.

Unless agreed otherwise, payment takes place at the same time as the order and precedes the sale of the Products. Nevertheless, in the event the parties decide that payment should be made after the order, the parties recall that the invoice settlement deadline cannot exceed 45 days as from the date on which the invoice is issued.

If the Customer fails to pay or delays payment, AFCEN shall apply late payment penalties calculated as follows:

\[
\text{Late payment penalties} = \text{(amount of the invoice, inclusive of all taxes} \times \text{LEGAL RATE APPLICABLE FOR THE HALF-YEAR}) \times (\text{number of late days in the half-year/365})
\]

The applicable legal rate means the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

Late payment penalties shall be due the day following the date of payment that appears on the invoice without the need for any reminder. Any Customer who is late in making payment shall ipso jure owe the creditor a lump-sum indemnity of 40 euros to cover its collection costs. Whenever the collection costs incurred exceed the amount of this lump-sum indemnity, AFCEN may request additional compensation, upon presentation of supporting evidence.
6. **PAYMENT**

All payments must be made in euros. The whole of the price is due when the order is recorded.

Payments made on the Site will be made through an SSL (Secure Socket Layer) security protocol application so that the information sent can be encrypted by a software program and kept secret from a third party while the information travels over the network. This payment method only constitutes an obligation of means for AFCEN. As AFCEN is not responsible for the processing of this data, it cannot be held responsible for any hacking operation committed by a third party or any incident that results in the loss of the data sent by the Customer, which is managed by the SSL payment application.

The Customer may find out more about the SOGENACTIF online payment system currently used by AFCEN by visiting the following site: https://associations.societegenerale.fr/encaissement/sogenactif.html. AFCEN reserves the right to modify the payment system. In this case, it will also modify the GTCS in order to bring the name of the new payment system to the attention of its Customers.

When a bank-card payment is made, AFCEN sends the whole of the bank card's number to Cartes Bancaires Economic Interest Group while the order is being processed.

In light of AFCEN's security procedures, AFCEN may ask the Customer to provide the bank card’s card verification number as well as proof of his/her identity before it can communicate his/her personal data.

The Customer undertakes to protect the computer from which he/she sends his/her personal data from unauthorised access through the use of a personal password (which must not be revealed to a third party) that consists of at least eight characters that must contain one upper-case letter, one lower-case letter and one number. In the event a public or shared computer is used, the Customer shall log off after each use.

6.1. **Means of payment**

The Customer may pay for his/her Products online on the Site according to the means AFCEN proposes. He/she may choose between the following means of payment:

- Online on the Site, directly with a bank card; bank cards issued by banks domiciled outside France must be international bank cards. Payment with these bank cards is made in cash and without any discount. In the case of a single payment with a credit card, the Customer's account will be debited as soon as the Product order is placed on the Site.

- By cheque;

- By bank transfer.

The Customer guarantees AFCEN that he/she is duly authorised to use the means of payment selected.

All payment-related information provided on the Site shall be transmitted to the Site's bank and is not processed on the Site.

Whenever the Customer chooses to pay by bank card, and if payment is refused, the Customer shall be redirected to the page relating to the choice of payment; if not, a message shall inform him/her that his/her payment has been registered successfully.

Regardless of the method of payment selected, in the event where, regardless of the reason, whether stop payment, refusal or otherwise, transmission of the flow of money due by the Customer proves to be impossible, the order shall be cancelled and the sale automatically terminated.

7. **TRANSFER OF TITLE – RETENTION OF TITLE CLAUSE**

AFCEN shall maintain title to the Products up until full payment of the price, in principal, interest and incidental costs, even if the payment deadline is extended.

Any contrary clause inserted, in particular, in the Customer's general terms and conditions of purchase, shall be deemed void ab initio.
In this regard, if the Customer goes into receivership or is wound up by decision of court, AFCEN reserves the right to make a claim within the framework of the bankruptcy proceeding for Products sold which have not been paid.

The Customer shall be the depository and bailee of the Products as from their Delivery.

If the Customer fails to pay and unless AFCEN prefers to request the full and entire performance of the sale, AFCEN reserves the right to consider the sale rescinded due to breach 15 days after the sending of formal notice that goes unheeded and to make a claim for the delivered goods; the return costs shall be borne by the Customer and AFCEN shall retain the payments made by way of a penalty clause.

8. RESERVATION FOR AN AFCEN EVENT

The Customer may register and pay for a place at an event organised by AFCEN on the Site or send payment by cheque written out to AFCEN or transfer the sum to AFCEN's account. Registration fees are due in full before every event and authorisation to take part in the event depends on the settlement of the fees; the Customer cannot be reimbursed for these fees if AFCEN does not receive written notification of the Customer's decision to withdraw from the event at least 15 days before the date of the event.

9. PROVISION AND DELIVERY OF PUBLICATIONS

Publications may be made available pursuant to two methods:

- In the case of Paper Publications: physical Delivery to the Customer's delivery address;
- In the case of Digital Publications: by downloading the publication with a licence number.

9.1. Delivery

AFCEN draws the Customer's attention to the fact that the Products shall not be shipped before final validation of the order and complete payment by the Customer of the Products that he/she has ordered.

9.2. Delivery of Paper Products

9.2.1. Shipping times

Subject to the availability of Paper Publications, AFCEN shall send Paper Publications within thirty (30) business days following the date of validation of the order by AFCEN and full payment of the Products.

A single order that comprises several products may give rise to one or more separate deliveries.

During the order process, AFCEN informs the Customer of the lead times and the shipment options available for Publications.

AFCEN will take the delivery method and location into consideration when calculating the shipping costs. The Customer will bear these costs in addition to the price of the Products purchased.

9.2.2. Delivery problems

The Delivery time indicated at the time of the order is given as an indication only and is not guaranteed in any manner whatsoever.

Consequently, any delay in making the products available shall not give the Customer the right to:

- damages;
- the granting of penalties;
- the cancellation of the order.
It shall be up to the Customer to verify the delivered products upon Delivery.

The Delivery is considered to be performed on the date the Products are presented for the first time at the delivery address provided by the Customer when the order was placed; this address may be that of the Customer or that of another person named by him/her.

Any risks are the responsibility of the Customer as from the moment the Products are presented for the first time at the delivery address (or addresses) provided by the Customer.

Any anomaly concerning the Package delivered by the carrier (missing, damaged or non-compliant product or package in relation to the purchase order, etc.), must be specified on the delivery slip on the day of the delivery or by registered letter with acknowledgement of receipt within ten (10) days of the Delivery if the Customer personally took delivery of the carried goods and when the carrier does not state that it gave the Customer the opportunity to check their condition. If the registered letter with acknowledgement of receipt is not sent within this time period, the recipient loses all right of action against AFCEN.

Failing this, it will be considered that the Customer has accepted the products without reservations.

The Customer shall provide any evidence for the actual defects found and AFCEN reserves the right to directly or indirectly carry out all findings and verifications on the premises. The return of non-compliant products shall depend on AFCEN's prior agreement. Failing this, it will be considered that the Customer has accepted the products without reservations.

In the case of an outstanding invoice that is not paid in full following the sending of formal notice that goes unheeded within 48 hours, AFCEN reserves the right to suspend any current and/or future Delivery.

9.3. Downloading – licence

Whenever the Customer chooses to acquire Digital Publications, they shall be made available to the Customer in digital form, available by means of downloading. So that the Customer may access the file containing the Publication, an E-mail shall be sent to him/her following order placement, together with a digital access key to the Publication and a link to the Digital Library available from his/her Personal Area.

Accordingly, whenever the Customer acquires Digital Publications, AFCEN shall grant the Customer a licence for the selected Publication as set out in article 13.1, allowing him/her to download the said Publication.

The Customer may access the Digital Publications by two separate methods:

- By means of a single purchase of a Digital Publication;
- By means of taking out a subscription to the Digital Publication.

9.3.1. Single purchase of a Digital Publication

Whenever the Customer chooses to make a single purchase of a Digital Publication, a digital key shall be delivered to him/her following his/her order, providing access to the Digital Library via his/her Personal Area.

AFCEN shall then grant him/her a licence so that he/she may access the publication for seven (7) days via the Digital Library. As the Digital Publication purchased is available in PDF format, the Customer will be able to download the Publication once during this period of time.

9.3.2. Taking out a subscription to a Digital Publication

Taking out a subscription to a Digital Publication allows the Customer unlimited access during the duration of the subscription to the electronic version:

- Of the Digital Publication selected, in the various languages available;
- To the previous editions of the Digital Publication, in the various languages available;
- To the various addenda, and other updates, in the various languages available;
To the PTAN and any criteria that may be associated with the Digital Publication.

Whenever the Customer takes out a subscription, he/she must choose the number of licences he/she wishes to purchase on the basis of the number of users to whom he/she wishes to provide access to the subscription. It should be noted that, each time a new user enters the subscription's access key, this shall be considered as the use of a licence previously granted by AFCEN.

The Customer may, therefore, purchase several licences for each subscription. Throughout the duration of the subscription, each licence shall give a user the right to an unlimited number of downloads with respect to the Digital Publications purchased.

9.3.2.1. Duration of the subscription
The duration of the subscription is twelve (12) months. The Customer shall receive E-mail notification sixty (60) days before his/her subscription's date of expiry. At the end of the subscription period (which may be renewed), if the Customer has not renewed his/her subscription, the access keys to the publications in his/her Personal Area will be deactivated.

9.3.2.2. Termination
AFCEN may ipso jure terminate the Customer's subscription, without any compensation and without being held liable for doing so, if the Customer breaches any clause whatsoever of these GTCS. The Customer's breach must, however, be previously notified by AFCEN and must not have been resolved within thirty (30) days as of receipt by the Customer of notification from AFCEN.

It is understood that AFCEN may also terminate the Customer's subscription without giving any notice and without compensation in the case of a breach of these GTCS by the subscriber, whose consequences would be clearly irremediable or if a disturbance caused by the breach has to be resolved urgently.

10. TRANSFER OF RISKS
Regarding Paper Publications, unless otherwise agreed by the parties, the transfer to the Customer of the risks of theft, loss, deterioration or destruction shall occur at the time of physical Delivery or, if delivery is made to a carrier, at the time of delivery of the goods to the first carrier.

11. INTELLECTUAL PROPERTY
11.1. Intellectual property of Publications
AFCEN is the holder of all intellectual property rights to the Publications offered on the Site or is the exclusive or non-exclusive concessionary thereof. Each Publication is subject to legal protection.

Provision of the Publications implies the granting of a licence of use by AFCEN in the form of a single purchase or the taking out of a subscription. Such licence shall be non-exclusive and non-transferable to third parties. If an agreement is not reached, the Customer shall interrupt use and return the Publication, at his/her expense.

A single purchase of a Publication or an online subscription shall not entail any transfer whatsoever to the subscriber of any property right concerning the property rights of the Publications.

Moreover, the Customer shall not infringe the rights of reproduction, dissemination and any other property rights held by AFCEN in any manner whatsoever.

The Customer shall not make any use of the Publications for anything other than purely documentary purposes; in the same way, he/she may not publish, disseminate or sell, regardless of the manner, those Publications to which he/she has access or, more generally, whether directly, indirectly or through third parties, employees or collaborators, infringe AFCEN's rights to such Publications in any manner whatsoever.
Consequently, any Publication that shall be reproduced, disseminated, modified, or used, whether for personal or commercial use, whether totally or partially, presupposes authorisation from AFCEN under pain of judicial or extra-judicial proceedings.

Accordingly, any use of the Publications for any purpose other than those set forth above shall be strictly prohibited: sale, resale, rental, transfer to third parties, free of charge or for consideration, etc.

In this regard, the Customer shall not modify, delete, bypass or infringe any technical protective measures that the downloaded files containing the Digital Publications comprise for the protection of copyright.

In any event, the Customer is hereby informed that the Digital Publications may be downloaded in the form of a watermark PDF file that mentions the identity of the Customer to whom a licence of use has been granted.

11.2. Intellectual property of the Site

All intellectual property elements on AFCEN's Site are and remain its exclusive property or that of its Suppliers.

Nobody is permitted to reproduce, exploit, disseminate or use for any reason, even partially, the intellectual property elements on the Site, regardless of whether they concern software programs, visual or sound elements, or anything else, without AFCEN's prior written authorisation.

AFCEN grants the Customer a licence that is limited to accessing and using the Site for his/her personal use. This licence does not permit, under any circumstances, the Customer to use the Site or its content for sales purposes or for any other commercial purpose (this includes but is not limited to: the Products and services listed, descriptions, prices, downloading or copying of information on behalf of another trader, use of data, software programs, sound extracts, graphics, images, texts, photos, tools, etc.). Furthermore, the Customer shall not create any hypertext links to the Site, without AFCEN's prior written authorisation.

The Customer must not use any ‘meta tags’ or any other ‘hidden’ text that contain AFCEN's company name, trade names or brands, or those of AFCEN's member companies, without their prior express authorisation.

Any unauthorised use will bring an end to the licence that AFCEN has granted the Customer, notwithstanding any action for damages.

Furthermore, all the visual and sound elements of the Site, including the underlying technology that is used, shall be protected by copyright, trademark and/or patent law.

These elements are AFCEN's exclusive property. Any person who edits a website and wishes to create a direct hypertext link to the Site must request AFCEN's authorisation in writing.

Under no circumstances shall such authorisation from AFCEN be granted in a definitive manner. This link shall have to be deleted when requested by AFCEN. Hypertext links to the Site that use techniques such as framing or in-line linking shall be strictly forbidden.

12. WARRANTIES

Product photographs and presentations that appear on the Site are provided for illustrative purposes and are as accurate as possible in light of the information held by AFCEN. The Customer must refer to the description of each Product to discover its exact characteristics.

The Products that are on sale comply with French legislation and European standards (CE) in place at the time the order is recorded.

AFCEN is bound by a warranty for latent defects in the Product sold that render it unfit for the purpose for which it was intended, or that decrease its use to such an extent that the Customer would not have acquired it or would have done so at a lower price if he/she had been aware of such defects.

This warranty enables a Customer who can prove the existence of a latent defect to choose between reimbursement of the price of the Product if the Product is returned and reimbursement of a part of its price if the Product is not returned.
If replacement or repair is impossible, AFCEN shall return the price of the Product within thirty (30) days from receipt of the returned Product and in exchange for the return of the Product by the Customer.

An action for latent defects must be brought by the Customer within two (2) years as from the discovery of the defect.

Nevertheless, AFCEN does not warrant the accuracy of the Publications or how current they are, in spite of the care taken in creating them.

### 13. LIABILITY

AFCEN does not expressly or implicitly warrant the relevance of use for a particular purpose of the information contained on the Site or in the Publications, its adaptation to a specific function, accuracy or how current it is, in spite of all the care taken in relation thereto.

Unless there are public policy provisions to the contrary, AFCEN shall not be liable for the occurrence of any damages, regardless of the nature thereof, directly or indirectly resulting from the use of or impossibility to use the Publications and other Products, in particular:

- AFCEN shall not be liable for the occurrence of any special damages, whether indirect or incidental such as, in particular, decreased production, and loss of profits, even if the Customer had been informed of the possibility of the occurrence of such damages or losses;
- AFCEN shall not be liable for the loss or destruction of any property caused by the use of the Internet network, such as loss of data, intrusion, viruses, disruption of service or other unintended problems, or any damage or expenses whose direct or indirect origin is the use, improper use, or incapacity to use the Publication or the Product by the Customer, independently or in combination with another product;
- AFCEN shall not be liable for any commercial loss whatsoever;
- under no circumstances shall AFCEN be bound to provide replacement material.

Under no circumstances shall AFCEN's contractual liability, as it might exist pursuant to these GTCS, exceed the amount of the sums paid or remaining to be paid by the Customer for the purchase of the Product in question.

AFCEN does not control the websites directly or indirectly connected to the Site. Consequently, it refuses any liability for the information published thereon. Links to third-party websites are provided for information purposes only and no warranty is provided with respect to their content.

### 14. TECHNICAL DOWNLOADING CONDITIONS

Unless otherwise indicated, the downloading of Digital Publications shall be in PDF format.

The Customer must have a high-speed Internet connection or a connection to a mobile Internet network (3G at least) in order to download the Publication; connection costs shall be borne by the Customer.

Downloading shall be accessible 24 hours a day. This service may be suspended for corrective or ongoing maintenance operations necessary for the continuity and improvement of the downloading service. Customers shall be informed on the Site of the unavailability of the downloading service.

Considering the complexity of the Internet network, interruptions may occur related to:

- maintenance operations;
- viruses;
- the abnormal or unlawful use of the Site;
- the occurrence of cases of force majeure;
• the occurrence of events that are independent of AFCEN's will and interfere with the proper running of
the downloading operation due to the fault of third parties (Internet access supplier, external
maintenance, etc.);
without AFCEN being able to be held liable for these interruptions.

The downloaded file shall be readable on all media capable of reading PDF format. In this regard, AFCEN may
not be held liable for the Customer's storage of the file and, incidentally, files that may be corrupted by viruses or
any other event that would affect its reading.

15. FORCE MAJEURE

AFCEN shall not be held liable if a failure to perform or a delay in performance of any one of its obligations
described in the GTCS arises from a case of force majeure. Force majeure means any event that cannot be
controlled by the debtor that could not be reasonably foreseen at the time the contract was concluded, whose
effects cannot be avoided through the use of appropriate measures and that stops the debtor from fulfilling
his/her/its obligation.

If the impediment is temporary, the execution of the obligation is suspended, unless the ensuing delay justifies
the termination of the contract. If the impediment is definitive, the contract is terminated ipso jure and the parties
are released from their obligations under the terms and conditions specified in articles 1351 and 1351-1 of the
French civil code.

16. PERSONAL DATA PROTECTION

Personal data protection is described in AFCEN's confidentiality policy, which is available on our website,
afcen.com.

The collection and processing of the personal data of AFCEN's Customers have the following distinctive features:
Is considered a Customer anyone who places an order on AFCEN's web site or sites. A Customer's personal
data is collected and processed differently from that of a Site visitor, who has not entered into any contract of sale
with AFCEN. As data controller, AFCEN collects the personal data of its Customers it needs to process their
orders and manage their business relations. Further to collection of their data, Customers are likely to receive
special offers from AFCEN for similar products and services to those they have already ordered, and will receive
them without their formal consent being required, pursuant to paragraph 4 of article L.34-5 of the French Code
des postes et des communications (legal exception to the "opt-in" principle).

This personal information may among other things include their last name(s), first name(s), billing and delivery
address(es), telephone number(s), e-mail address(es), details of their bank card(s), the delivery addresses of
their purchased products, the contents of their comments, e-mails they have sent to AFCEN, details of their
participation in a competition, lottery or other promotional event organized by AFCEN, survey or questionnaire,
and their registrations in the programme of any club organized by or with AFCEN, any opinions or comments filed
by Customers on the Site(s), any subscription to an AFCEN publication or certain financial details.

Customers' personal information may also include their e-mail address(es), passwords and other details
regarding their computer(s) and Internet connections (such as the type and version of their browser, operating
system and platform, a history of their orders or information provided by any business intelligence agency,
transport company, etc.).

The recipients of the data thus collected are AFCEN's in-house departments for the purpose of managing its
Site(s) and the order placed by Customers on the Sites, as well as AFCEN's service providers who assist it in
managing relations with the Customers. Moreover, AFCEN may have to transfer a Customer's personal
information directly to a third-party provider tasked with processing and archiving the data; the latter will ensure
an adequate degree of protection for the data thus transferred.

Retention of personal data: the user agrees to AFCEN retaining his or her personal data for 5 years.
17. FILING – EVIDENCE
In compliance with articles 1369-4 of the Civil code and 213-1 of the Consumer code, any contract concluded with the Customer whose order value exceeds 120 euros (all taxes included) will be filed by AFCEN for a period of ten years. To access the Customer's filed contracts, the Customer will have to send a request to AFCEN's customer service department, which will process his/her request and explain the procedure to be followed.

18. VALIDITY OF THE GENERAL TERMS AND CONDITIONS
Any modification of laws or regulations in force, or any decision by a competent court invalidating one or several clauses of these GTCS shall not affect the validity of these GTCS. Under no circumstances shall the aforementioned modification or decision permit Customers to disregard these GTCS.
Any terms and conditions not expressly dealt with in these GTCS shall be governed in accordance with the customs of the Business-to-Consumer sector, with respect to companies whose registered office is located in France.

19. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS
These GTCS shall apply to all purchases made online on the Site, so long as the Site is available online.
The GTCS are specifically dated and may be amended and updated by AFCEN at any time. However, the applicable GTCS shall be those in effect at the time of the order. Accordingly, any amendments made to the GTCS shall not apply to Products that have already been purchased.

20. JURISDICTION AND APPLICABLE LAW
The competent commercial court in the jurisdiction of AFCEN's registered office shall have jurisdiction to entertain any dispute in respect of the application of these GTCS as well as their interpretation and performance and any subsequent sales agreements concluded by AFCEN, or in respect of the payment of the price, even if there are several debtors, warranty claims or summary proceedings.
However, AFCEN reserves the right to summon the Customer before the commercial court within whose jurisdiction the Customer has his/her domicile.
The GTCS as well as the relations between the Customer and AFCEN shall be governed by the laws of France.
However, prior to any recourse to an arbitrator or state judge, priority shall be given to loyal and good faith negotiations in order to reach an out-of-court agreement at the time of the occurrence of any dispute relating to these GTCS, including with respect to their validity.
The party that wishes to implement the negotiation process shall inform the other party thereof by registered letter with acknowledgement of receipt, setting out the elements of the dispute. If at the end of fifteen (15) days the parties do not reach an agreement, the dispute shall be submitted to the competent court designated hereinafter.
Throughout the entire negotiation process and up until its end, the parties may not bring any court action against each other with respect to the dispute that is being negotiated. By way of exception, the parties may bring summary proceedings or seek an order issued on an ex parte application. Any action before the summary proceedings judge or the implementation of an ex parte application proceeding shall not entail any waiver by the parties of the amicable arrangement clause, unless the contrary is expressly stated.