

## General terms and conditions of sale to professionals

Company name	MOBILIS DEVELOPMENT
Names of managers	Benoit JEANNEAU & Marc FERNANDEZ LADO
Legal form	Simplified joint stock company (SAS)
Company registration number	Annecy 435 136 262
Share capital	€1,016,900
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Intra-Community VAT number	FR64435136262

### 1. GENERAL

MOBILIS DEVELOPMENT manufactures and sells accessories, protective products and products containing digital components to professional customers.

These general terms and conditions of sale apply to all product orders placed with MOBILIS by professional customers. Any order placed with MOBILIS necessarily implies, as an essential and decisive condition, the customer's full and unreserved acceptance of these GTC, which constitute the sole basis for commercial negotiation, in accordance with the provisions of Article L.441-1, III of the French Commercial Code. Any contrary terms and conditions, and in particular any general or specific terms and conditions issued by the customer, including any terms and conditions of purchase and purchase orders, are therefore unenforceable against MOBILIS unless MOBILIS has given its prior written consent.

The GTC may be amended at any time, it being understood that any amendments will be notified within one (1) month prior to their implementation, except for amendments affecting MOBILIS's prices. The applicable GTC are those in force at the time of the order.

### 2. DEFINITIONS

For the purposes of these GTC, the terms below have the following meanings:

<b>Specifications</b>	Refers to the document containing the specifications of the Products to be manufactured.	<b>Customer</b>	Refers to the professional customer acting for purposes within the scope of their business and requesting MOBILIS to place an Order.
<b>Order</b>	Refers to the order for Products that is the subject of a prior request from the Customer for Products or a Quotation from MOBILIS for Products to be manufactured.	<b>Quotation</b>	Refers to the quotation sent by MOBILIS based on the Specifications relating to the Products to be manufactured.
<b>MOBILIS</b>	Refers to the company MOBILIS DEVELOPMENT as the manufacturer and supplier of the Products offered to the Customer.	<b>Party(ies)</b>	Refers to MOBILIS and/or the Customer.
<b>Product(s) to be manufactured</b>	Refers to the products to be manufactured by MOBILIS on the basis of a Specification.	<b>Product(s)</b>	Refers to products developed and/or marketed by MOBILIS, in particular those listed on its website.
<b>Prototype</b>	Refers to a product design to be manufactured by MOBILIS based on the specifications and submitted to the Customer for approval.	<b>Website</b>	Refers to the MOBILIS website accessible at <a href="https://www.mobiliscase.com/fr/">https://www.mobiliscase.com/fr/</a> .

### 3. ORDERS

#### 3.1. Ordering Process

Orders are sent to MOBILIS in writing, by email or via its Website, it being specified that any Order for an amount less than one thousand (1,000) euros excluding VAT must be placed via the Website.

### *3.1.1. Standard Product Order*

The Order must specify the Products concerned, including the reference and/or description, quantity, price, packaging, location and desired delivery date or deadline. The Order is firm after its express written acceptance by MOBILIS, including the delivery date, even in the case of Orders placed through MOBILIS agents or other intermediaries.

### *3.1.2. Order for Products to be manufactured*

Orders for Products to be manufactured shall be subject to the prior establishment of Specifications drawn up by MOBILIS and the Customer, on the basis of which MOBILIS shall produce a Prototype.

Developments relating to the Specifications and Prototype may be invoiced separately to the Customer to take into account MOBILIS' time and investment.

MOBILIS will send a Prototype to be used as a reference for manufacturing the final product, and the Customer's acceptance or approval of the Prototype constitutes acceptance of the Prototype.

MOBILIS shall draw up a Quotation based on the information brought to its attention, the acceptance of which by the Customer shall constitute a firm Order.

Unless otherwise stated in the Quotation, the price and delivery times are valid for a period of one month from the date indicated. Any new Order for Products to be manufactured on the basis of specifications already established and for which the Prototype has been approved by the Customer shall be subject to a new Quotation.

The Quotation is drawn up on the basis of information provided by the Customer under its sole responsibility, and the Customer is required to ensure that this information is accurate. While MOBILIS may request additional information, it is the Customer's responsibility to describe its needs and expectations precisely.

As a matter of principle, the Client is responsible for the specifications set out in the Specifications and for their compliance. This responsibility remains with the Client, regardless of whether MOBILIS discusses certain aspects of the Specifications provided, makes recommendations or suggests adaptations.

In the event that the Product to be manufactured is an accessory to a main product, the Customer undertakes to provide all the information necessary for its manufacture in order to meet the specifications and be compatible with the main product. MOBILIS may request that a copy, model or sample of the main product be sent.

In any event, MOBILIS shall not be involved in any way in the study and assessment of the Customer's qualitative and quantitative requirements.

### **3.2. Ordering Terms**

Prior to accepting the Customer's first Order, MOBILIS reserves the right to take the time necessary to carry out the usual checks on the Customer's situation.

Depending on the circumstances, and in particular in the event of a first Order from the Customer or if the Customer encounters difficulties or fails to pay invoices on time, MOBILIS reserves the right to request payment of a deposit or cash payment for the entire Order. In this case, and subject to the provisions set out above, the Order shall only be considered firm once MOBILIS has received the amount requested.

Deposits paid by the Customer are not considered as earnest money, it being specified, however, that any sum paid to MOBILIS shall remain its property, in particular to cover the costs and time incurred.

MOBILIS reserves the right to refuse, modify or reduce any Orders that are abnormal in terms of quantities in relation to MOBILIS' manufacturing capacity or the Customer's usual order volume. Similarly, repeated Orders on closely spaced dates for Products that are out of stock may be refused by MOBILIS on the grounds of bad faith on the part of the Customer. MOBILIS also reserves the right to refuse Orders in the event of a breach by the Customer of any of its obligations.

The Customer may modify or cancel an Order subject to the express written consent of MOBILIS. In any event, the Customer shall be liable to MOBILIS for all costs incurred (in particular, supply costs, logistics costs, labour management costs) and for all direct or indirect consequences arising therefrom. In addition, any deposit already paid shall be retained by MOBILIS, except in the event of fault attributable to MOBILIS.

## **4. PRICES**

MOBILIS reserves the right to modify its prices at any time. The applicable and invoiced prices are those in the price list in force at the time of the Order or, where applicable, those mentioned in the Quotation during its period of validity, for the quantities specified. It is the Customer's responsibility to check or ask MOBILIS for the prices in force at the time of the Order. Any Customer who places an Order after the new prices have come into force is deemed to have accepted them.

Prices and rates are expressed in euros and exclude taxes. All taxes, duties, contributions or other charges payable under the regulations in force are the responsibility of the Customer.

Unless otherwise specified, prices are carriage paid for all Orders with delivery in mainland France. For the delivery of an Order to several locations in mainland France, transport and logistics costs shall be borne by the Customer. For all deliveries outside mainland France, the applicable Incoterm varies according to the geographical delivery areas. The list of Incoterms applied by MOBILIS is available on request from the Customer. The applicable Incoterm is specified in the Order confirmation.

When a price is negotiated and agreed between the Parties for a certain period and if an event beyond the control of the Parties compromises the overall economy of the relationship, the price may be revised in good faith and subject to one (1) month's notice. MOBILIS will provide the necessary supporting documents when requested by the Customer. If the Customer objects to the revised price, MOBILIS shall be entitled to suspend the execution of Orders, cease deliveries in progress and refuse any new Orders from the Customer.

## **5. TERMS OF PAYMENT**

### **5.1. Payment of invoices**

Unless otherwise agreed, invoices are payable within thirty (30) days of the invoice date. Any Order placed on the Website is payable in full at the time of Ordering using the payment methods accepted on the Website.

In all cases, payment shall be made in euros.

The Customer may not defer a payment due date on the grounds of the acceptance procedure or if the shipment of the Products is delayed or cannot be carried out due to the Customer or in the event of force majeure.

Any dispute concerning invoicing must be notified in writing within fifteen (15) days of the invoice date in order to be resolved before the payment deadline. Similarly, the Customer may not be exempted from paying all or part of a sum owed to MOBILIS on the basis of claims without first informing MOBILIS in writing.

No discount shall be granted for early payment and no unilateral compensation may be made by the Customer with a claim by the Customer against MOBILIS of any kind whatsoever. Any unauthorised compensation shall be treated as a default in payment. All payments shall first be applied to non-preferential claims or parts of claims, then to those that are the oldest.

### **5.2. Late payment of invoices**

Only payment on the agreed due date shall be deemed satisfactory. Any delay in payment shall automatically result, on the day following the payment date shown on the invoice, in the payment of late payment interest at a rate equal to three (3) times the legal interest rate in force.

In accordance with Articles L. 441-10 and D. 441-5 of the French Commercial Code, a fixed compensation fee for recovery costs in the amount of forty (40) euros will be charged, without prejudice to any compensation, under common law, for any other damage resulting directly from this delay, including recovery costs incurred in excess of this fixed amount.

Interest shall begin to accrue from the payment date shown on the invoice and shall continue to accrue until the date of full payment of all sums due to MOBILIS.

### **5.3. Failure to pay invoices**

In the event of non-payment, even partial, of any of the agreed instalments for any of the Orders, MOBILIS reserves the right to demand immediate payment of all sums owed by the Customer for any reason whatsoever.

In the event of delay or total or partial non-performance by the Customer of its payment obligations, MOBILIS reserves the right to take the following measures:

- Suspend the execution of Orders and deliveries in progress pending regularisation,
- Demand immediate payment of all the Customer's invoices, including those not yet due,
- After formal notice by registered letter with acknowledgement of receipt has remained without effect within seven (7) days of its first presentation, terminate the Orders in progress.

In addition to the above measures and also in the event of a deterioration in the Customer's creditworthiness, MOBILIS may require payment for Orders before they are executed or delivered, request payment guarantees, and/or cap the Customer's authorised credit limit.

In the event of a previous payment incident and/or if the Customer's financial situation gives rise to justified concerns about their solvency, MOBILIS reserves the right to require, before accepting any order, cash payment of all or part of the amount of the Order.

## **6. DELIVERY**

The terms and conditions of delivery of the Products are determined between MOBILIS and the Customer at the time of the Order. Delivery does not include installation, commissioning of the Products ordered, collection of old equipment, or unpacking.

When delivery is made in mainland France to a single location and for an Order with a minimum value of €20 excluding VAT, the delivery costs are, unless otherwise stated, borne by MOBILIS and the risks are transferred to the Customer upon delivery of the Products to the

location designated by the Customer. By way of exception, and when the Products are shipped from a country other than France, the costs and risks of transport, in particular by sea, air or rail, shall be borne by the Customer from the moment the Products are handed over to the first carrier. These costs shall be assessed and invoiced separately to the Customer.

For the delivery of an Order to several locations in mainland France, the costs and risks shall be borne by the Customer ex works.

In other cases, the costs shall be borne by MOBILIS in accordance with the applicable Incoterm, it being specified that the transfer of risk shall always take place upon delivery of the Products to the carrier.

MOBILIS shall endeavour to comply with the agreed delivery terms, it being understood that delays or non-compliance with delivery shall not give rise to any fixed penalties, cancellations of Orders, refusals of delivery or withholding of payment of invoices, unless MOBILIS has given its prior written consent, notwithstanding the existence of any clauses to the contrary in the Customer's terms and conditions of purchase.

In any event, only direct and material damage actually incurred by the Customer, demonstrated and assessed, may be the subject of a claim for compensation, which may only be made after negotiation between MOBILIS and the Customer.

Delivery can only take place if the Customer has fulfilled all of its obligations to MOBILIS. The Customer undertakes not to delay delivery to the agreed place and date without MOBILIS' prior agreement. Failing this, MOBILIS shall retain the Products at the Customer's risk, who shall remain liable for payment of their price in the event of damage or loss. In this case, MOBILIS also reserves the right to charge the Customer for storage costs.

Any change to the Order or delay attributable to the Customer shall result in an extension of the delivery period, taking into account, in particular, MOBILIS's organisation and schedule.

MOBILIS shall be authorised to deliver partial Orders as and when possible, without this constituting non-compliance, being refused by the Customer, or giving rise to penalties or claims on the part of the Customer. The Customer may not delay payment for the part of the Order that has been delivered. Beyond a period of three (3) months from the delivery date indicated in the Order and where possible, MOBILIS may offer the Customer an equivalent replacement product.

Upon receipt of the Products, the Customer is required to check for any loss or damage to the Products that may have occurred during transport by:

- Precisely noting on the delivery note the nature and extent of the damage observed at the time of receipt,
- Confirming to the carrier, no later than three (3) days after receipt of the Products, the reasoned complaint by registered letter with acknowledgement of receipt or extrajudicial document, under penalty of foreclosure under Article L. 133-3 of the French Commercial Code.
- Informing MOBILIS of such a claim within the same time frame by any means.

Failing this, no claim for loss or damage will be considered by MOBILIS.

MOBILIS is also fully released from its obligation to deliver in the event of force majeure, as defined in the "Force majeure" section below, and any delivery times accepted by MOBILIS are automatically suspended by any event beyond MOBILIS's control that results in a delay in delivery.

## **7. CLAIMS – LIABILITY**

### **7.1. Complaints**

The Products sold by MOBILIS comply with the required specifications and with the legislation and/or regulations and/or standards in force in France. It is the Customer's responsibility to check the Products upon receipt.

To be admissible, any complaint relating to apparent defects and non-conformity of the Products must be submitted in writing within eight (8) days of receipt of the Products. After this period and in the absence of sufficient justification, no complaint will be admissible.

In the case of a hidden defect, the Customer must inform MOBILIS in writing within two (2) days of discovering the hidden defect, providing evidence to justify the reality and date of the defect. In the absence of sufficient justification, MOBILIS shall not be bound by the warranty and no claim shall be admissible.

In the event of a claim, the Customer must return the Products at their own expense to enable MOBILIS to verify the non-conformity of the Products concerned and shall refrain from destroying them without the prior written consent of MOBILIS.

If MOBILIS identifies an apparent non-conformity of the Product or a hidden defect, MOBILIS undertakes to bring the Products into conformity or to replace the non-conforming Products free of charge with an identical or equivalent model. No delivery charges will be invoiced to the Customer for the shipment of the replacement Product or its return after compliance has been achieved.

No goods may be returned by the Customer without the prior written consent of MOBILIS (regardless of any acceptance by our agents or intermediaries), obtained in particular by fax or email.

Any Product returned without the prior agreement of MOBILIS will be held at the Customer's disposal and will not give rise to a credit note. The same applies to any returned Product that no longer bears the label indicating the Product reference, its serial number for Products that have one, accompanied by proof of purchase (invoice).

The Customer is responsible for its commercial relations with its private and professional customers. In any event and subject to public policy provisions, MOBILIS is not bound by any warranty, in particular the legal warranty of conformity provided for in the Consumer Code, with regard to other customers in the context of the resale of Products by the Customer. The Customer shall be responsible for these relationships and shall personally handle any complaints without being able to take action against MOBILIS in this regard.

### 7.2. Specific case of durability warranty

Certain Products are subject to an additional durability guarantee for a limited period starting from the delivery of the Product.

The words "durability guarantee" and the duration of the guarantee appear in the technical data sheet for Products covered by this guarantee.

For these Products and for a limited period, MOBILIS undertakes exclusively to replace the damaged Product free of charge or to repair it, at MOBILIS's discretion.

The conditions for return, replacement or repair are specified in the "Complaints" section.

The durability guarantee is excluded under the conditions set out in the "Causes for exclusion" section.

The Customer must submit this claim in writing and within the warranty period. This request must include the purchase invoice, the serial number for Products that have one, and eight (8) photographs of the damaged Product showing the defect or damage.

### 7.3. Causes for exclusion

The above warranties cover only manufacturing defects in the Product, structural anomalies or material defects, leading to:

- ✓ Critical defects: defects that compromise user safety or contravene current legislation (e.g. presence of dangerous elements such as pins or staples, absence of mandatory labelling, etc.).
- ✓ Major defects: defects affecting the appearance, strength or solidity of the Product, rendering it unfit for normal use.

Minor defects, i.e. purely aesthetic defects that do not compromise the use or performance of the Product, or those related to the natural wear and tear of the Product, are not covered by these warranties.

No claim may be made in the event of a defect or damage to the Product due to:

- Incorrect use of the Product in relation to its intended use, the manufacturer's recommendations, MOBILIS' recommendations and/or the regulations in force;
- Negligence or any premature damage not reported to MOBILIS in a timely manner;
- A cause external to the Product (e.g. scratches, cuts, burns), an action (e.g. tears or rips), handling, transformation or modification of any kind carried out by the Customer or an unqualified third party on the Product and not provided for or recommended by MOBILIS;
- Abnormal use of the Product or use with incompatible accessories or maintenance of the Product that is not suitable for it;
- Transport, unloading or storage by the Customer in abnormal conditions or conditions incompatible with their nature, or installation and/or use that does not comply with MOBILIS' instructions and/or recommendations.
- Makeshift or temporary repairs, as well as the consequences of any resulting aggravation of the damage.

In any event, if the Customer is a professional in the same field as MOBILIS, the warranty against hidden defects is excluded.

Furthermore, with regard to Products to be manufactured on the basis of the Customer's Specifications, MOBILIS is liable for any non-conformity of the Products with the Specifications/Prototype. MOBILIS cannot be held liable in the event of a defect or non-conformity resulting from the Customer's specifications and instructions, for example with regard to the model to be produced or the characteristics of the Product, regardless of MOBILIS's involvement in the Specifications, which remain the responsibility of the Customer.

### 7.4. Liability

In the event of a breach by MOBILIS and subject to applicable public policy provisions, the latter shall only be liable for compensation up to a total and cumulative amount of damages not exceeding the amount of the Order and subject to the Customer proving that it has suffered a loss.

In the event of a breach by MOBILIS, the latter shall not be liable for any immaterial, indirect or consequential damages suffered by the Customer.

For the purposes of applying this clause, indirect damages include, but are not limited to, the loss, damage or breakage of a product, particularly an electronic product contained in a MOBILIS protection product, loss or alteration of data, programmes or recordings, loss of turnover, operating loss, commercial loss, loss of earnings, any claim made by any third party against MOBILIS or any recourse taken by the Customer against MOBILIS as a result of action taken by a third party against the Customer.

### 7.5. Insurance

Each Party must take out insurance with reputable insurance companies, on an ongoing basis, against all risks related to the supply of the Products.

## **8. RESERVATION OF TITLE**

**TRANSFER OF OWNERSHIP OF THE PRODUCTS IS SUSPENDED UNTIL FULL PAYMENT OF THEIR PRICE BY THE CUSTOMER, IN PRINCIPLE AND ACCESSORIES, EVEN IN THE EVENT OF THE GRANTING OF PAYMENT TERMS.**

**THE CUSTOMER SHALL REFRAIN FROM REMOVING THE PACKAGING AND LABELS APPEARING ON THE PRODUCTS DELIVERED AND NOT YET PAID FOR. THE PRODUCTS IN THE CUSTOMER'S POSSESSION SHALL BE PRESUMED TO BE THOSE NOT PAID FOR. CONSEQUENTLY, MOBILIS MAY RECOVER THEM IN THE EVENT OF PARTIAL OR TOTAL NON-PAYMENT OF THE PRICE, AT THE CUSTOMER'S EXPENSE AND RISK, AND WITHOUT PREJUDICE TO ANY DAMAGES AND INTEREST.**

As such, MOBILIS may exercise its rights for any of its claims on all Products in the Customer's possession, which are conventionally presumed to be unpaid. If the Products have been sold by the Customer, MOBILIS may claim the price or part of the price of the Products not yet paid from the third-party purchaser.

The retention of title does not prevent the resale of the Products, but the Customer shall refrain from reselling the Products in the event of a payment incident with regard to MOBILIS or if the Customer is in a state of insolvency.

The Customer undertakes to identify the Products in its stock until they are sold to its own customers. The Customer undertakes to inform any third party, in particular in the event of seizure, that the Products subject to retention of title belong to MOBILIS, and to inform MOBILIS immediately of any seizure or similar operation.

This retention of title clause does not prevent the transfer of risks relating to the Products upon their delivery to the Customer. The Customer shall therefore be solely liable for all risks of damage, loss, partial or total destruction, regardless of the cause of the damage, even in cases of force majeure. The Customer shall therefore insure the Products subject to retention of title, stipulate in the insurance policy that any compensation shall be paid directly to MOBILIS and provide MOBILIS, at its first request, with any proof of the insurance taken out.

## **9. FORCE MAJEURE AND EXCEPTIONAL CIRCUMSTANCES**

Neither Party shall be held liable if its failure to perform is caused by force majeure or an event assimilated to force majeure, an unforeseeable event beyond the control and reasonable diligence of the affected Party.

The obligations of the Parties shall be suspended for the duration of the force majeure event and the Parties shall use their best efforts to limit the duration and effects of the cause of the force majeure. However, if this duration exceeds three (3) months, the Parties shall consult on the conditions for the continuation or possible termination of the Contract or Orders in progress.

It is specified that the following events shall be considered as force majeure, without the impeded Party having to establish the characteristics defined in Article 1218 of the Civil Code: shortages of raw materials, in particular plastics, energy, packaging or any other inputs necessary for the manufacture of the Products, resulting, for example, from geopolitical conflict or climatic events, industrial blockages or transport route blockages, wars, riots, civil unrest, earthquakes, fires, explosions, storms, climatic hazards, measures taken by the competent authorities to limit the spread of an epidemic or pandemic in the context of a declaration of a state of health emergency in the event of a health disaster which, by its nature and severity, endangers the health of the population by application of Articles L.3131-12 et seq. of the Public Health Code, in the context of a serious health threat (Articles L.3131-1 et seq. of the Public Health Code) or outside of any declaration of a state of health emergency, such as, in particular, measures prohibiting and/or restricting the movement of persons and vehicles, lockdowns or curfews in cities or certain parts thereof, temporary closures of one or more categories of establishments open to the public (businesses, shops, etc.), regulations on the conditions of access to and presence in one or more categories of establishments open to the public, etc., floods or other natural disasters, strikes, lockouts or other industrial action (unless the strikes, lockouts or other industrial action are under the control of the party invoking force majeure), confiscations, acts of God and third-party failure.

## **10. INTELLECTUAL PROPERTY**

All technologies or information, including specifications, drawings, ideas, concepts, know-how, manufacturing studies, production methods or tools, provided by one Party to the other Party in any medium or format whatsoever, and all intellectual property rights relating thereto, shall remain the property of the Party concerned and may not be subject to any testing, reverse engineering or analysis, nor used by either Party for any purpose other than the performance of the obligations provided for herein.

### **10.1. Intellectual property of the Customer**

For the manufacture of the Products, the Customer remains the owner of any element relating to said Product that it has provided or transmitted to MOBILIS. The Customer authorises MOBILIS to exploit any intellectual property rights transmitted for the purposes of developing and manufacturing the Products (diagrams, logos or trademarks to be affixed, etc.).

The Customer authorises MOBILIS to publish the Customer's company logo on the Website for advertising purposes, provided that it is widely known.

The Customer indemnifies MOBILIS against all consequences of legal action that may be brought against it in connection with the execution of an Order for Products to be manufactured by intellectual property rights such as patents, trademarks or registered designs, or by any private or protected rights.

## 10.2. MOBILIS' intellectual property and know-how

MOBILIS is the owner of the intellectual property rights and know-how that it contributes, uses, develops or implements for the design and manufacture of Prototypes and Products, including elements relating to the preparation of the Specifications. This information is also protected as trade secrets within the meaning of Articles L.151-1 et seq. of the French Commercial Code.

It is understood that when, during the development and/or manufacture of the Products, MOBILIS implements specific engineering and/or know-how, it remains the owner thereof and its use, exploitation, adaptation, representation, reproduction and transmission to a third party must be subject to specific conditions.

In the absence of an agreement between the Parties, the Customer may not dispose of the studies, projects, Prototypes and documents produced, including the Specifications, by MOBILIS, which remain the physical and intellectual property of the latter. Consequently, the Product or Prototype, both in its material and intellectual form, and related documents may not be used, reproduced, patented, registered or communicated to third parties by the Client without the written authorisation of MOBILIS. No transfer of MOBILIS's know-how and intellectual property rights shall be made. The same applies to any improvements and adaptations made by MOBILIS and provided by the Customer to ensure the proper development and manufacture of the Products.

## 11. CONFIDENTIALITY

The Parties undertake to treat as strictly confidential all Information communicated between them under the GTC/Orders, and in particular any information and/or data of any kind, including industrial, technical, commercial, economic or financial information, whether or not owned by the Parties, hereinafter collectively referred to as "the Information".

All Information exchanged between the Parties under the GTC and Orders shall be considered confidential, including:

- Information communicated between the Parties in the context of negotiations, implementation, execution and/or successful completion of the GTC/Orders;
- Information and elements relating to the services provided by the Parties;
- Any Information transmitted to the Customer by MOBILIS or of which the Customer may become aware in the context of the performance of the GTC/Orders;
- All documents and/or Information of any kind relating to the GTC/Orders, in particular technical, commercial, accounting or financial information, which includes any studies, analyses, business plans, prices, commercial terms and conditions, market studies, the Parties' strategy, customer data, know-how, innovative ideas underlying the Parties' processes, consultation or joint work, communicated orally or in writing.

Consequently, each Party undertakes to ensure that Confidential Information:

- be disclosed only to members of its staff who strictly need to know it in the performance of their duties and who have been informed in advance of its confidential nature, and that such Information be used by them only in connection with the performance of the GTC/Orders;
- Not be used by the aforementioned persons for any purpose other than those necessary for the implementation of the GTC/Orders;
- Be protected and kept strictly confidential and be treated with the same degree of care and protection as it accords to its own confidential information of similar importance;
- Not be copied, reproduced or disclosed, in whole or in part, except to the extent necessary for strictly internal use in connection with the performance of the GTC/Orders;
- Not be used for commercial purposes such as the promotion, development and improvement of the Parties' or their competitors' products or services;
- Not be disclosed or likely to be disclosed, directly or indirectly, to any third party and/or subcontractor not bound by a confidentiality clause identical or similar to and of the same scope as that stipulated in the GTC.

Each Party undertakes to inform the other Party without delay when it becomes aware of or suspects that an unauthorised person has had access to Confidential Information.

No provision of the GTC may be interpreted as obliging either Party to disclose Information to the other Party.

The Parties undertake, within the framework and for the duration of the execution of the GTC/Orders and after the termination of the contractual relations for any reason whatsoever, to keep secret the know-how and Information communicated in the context of the execution of the GTC/Orders, as long as said Information and know-how have not fallen into the public domain.

## 12. PROTECTION OF PERSONAL DATA

The term "Personal Data" covers any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity.

In general, the Parties guarantee that they have fulfilled all their obligations under applicable laws and regulations, in particular the European Regulation on the protection of personal data No. 2016/679, known as the "GDPR".

For the performance of the Contract, the Parties may communicate with each other certain Personal Data relating, in particular, to their employees, managers, representatives and/or agents.

The Parties declare and guarantee that they have all the necessary authorisations to communicate Personal Data relating to their employees, managers, representatives and/or agents.

They declare that they have fulfilled all their obligations under the applicable regulations on personal data and, in particular, that they have informed the individuals concerned of the processing of said Personal Data and of their rights.

Each Party is informed that Personal Data relating, in particular, to their employees, managers, representatives and/or agents may be collected by the other Party.

The legal basis for the processing of Personal Data by the Parties is the performance of the Contract, insofar as the processing is for the purpose of managing the contractual relationship (delivery, invoices, accounting, contacts).

The Parties shall ensure that they only collect data that is strictly necessary for the purpose for which it is processed.

The data collected in the context of this processing shall not be transferred outside the European Union.

Within the framework of the Contract, the Parties undertake to adopt technical measures, using the most up-to-date technology, to guarantee the integrity, security, availability, confidentiality and traceability of Personal Data.

Access to such Personal Data is limited to the Parties' authorised teams and subcontractors in the performance of their duties.

This Personal Data is processed electronically and stored by the Parties for a period not exceeding the time necessary for the purposes for which it is collected and processed.

In this regard, said Personal Data relating to the Parties is kept for the duration of the Contract, without prejudice to retention obligations or limitation periods.

For more information, MOBILIS' personal data protection policy is available on the Website by sending an email request to the DPO at: [dpo@mobiliscase.com](mailto:dpo@mobiliscase.com).

In accordance with the applicable regulations on personal data, each person concerned by the processing of Personal Data has the right to access, rectify, restrict, object to, delete and transfer data concerning them, and the right to define general and specific guidelines defining how they wish the above rights to be exercised in the event of their death.

This right may be exercised by any person concerned by the processing of Personal Data by sending an email to [dpo@mobiliscase.com](mailto:dpo@mobiliscase.com) with the subject line "GDPR" or a letter to MOBILIS DEVELOPMENT – 7 rue Orion – Parc Altaïs – 74 650 CHAVANOD, accompanied by a copy of their identity document.

Any person concerned by the processing of Personal Data may also contact the Commission Nationale de l'Informatique et des Libertés (French Data Protection Authority) or any other competent supervisory authority for any information or complaint.

### 13. WASTE

Waste from some of the Products marketed by MOBILIS is Waste Electrical and Electronic Equipment (WEEE) or Household Packaging and Graphic Paper (EMPAP).

#### 13.1. Waste Electrical and Electronic Equipment (WEEE)

Waste from these EEE (Electrical and Electronic Equipment) Products must not be disposed of in the rubbish bin or in the environment due to its harmful effects on the environment and humans. This waste must therefore be collected separately from other ordinary waste and undergo specific treatment aimed at recovering the materials it contains through appropriate channels.

This prohibition is indicated by one of the following symbols affixed to the product:



In accordance with Article L.541-10-13 of the French Environmental Code, MOBILIS has been assigned the following unique identification number for EEE products and their waste: FR001925\_05QHEZ. This identifier demonstrates that MOBILIS has fulfilled its obligations to register with the register of producers for this category of products and, where applicable, its obligations to declare the placing on the market to the relevant eco-organisations.

As part of the extended producer responsibility scheme for WEEE and in order to comply with its obligations regarding the collection and treatment of this waste, MOBILIS has joined the collective eco-organisation *Ecologic*, which is itself approved by the public authorities. By fulfilling its obligations in this area, MOBILIS is relieved of its responsibility for this waste.

In order to finance the WEEE recycling sector, MOBILIS pays a financial contribution to *Ecologic* and is required to apply an eco-contribution when purchasing such a product. This eco-contribution must be passed on to the end user.

While the reuse of electrical and electronic equipment should be prioritised in order to prevent waste production, Customers who have purchased and used products that have become waste are considered waste holders under the regulations. They are therefore responsible for sorting and disposing of this waste.

*Ecologic's* contact details are as follows:

+33 (0) 1 30 57 79 09 Monday to Thursday from 9:00 am to 5:30 pm and Friday from 9:00 am to 5:00 pm (free service + call charges). For more information, visit the *Ecologic* website at: <https://www.ecologic-france.com/>

The WEEE collected will be decontaminated to remove hazardous substances, which will be treated and neutralised in classified facilities. The WEEE will then be dismantled to extract and sort the materials and components, which will then be either recycled to manufacture new products or recovered in the form of energy, for example. Waste that cannot be recycled or recovered will be disposed of in specialised centres.

### 13.1. Household packaging and graphic paper (EMPAP)

Packaging waste from products sold by MOBILIS must not be thrown away in the bin or in the environment as it is harmful to the environment and to humans. This waste must therefore be collected separately from other waste and undergo specific treatment to recover the materials it contains through appropriate channels.

When packaging is recyclable, the following pictogram is displayed, accompanied by sorting instructions:



In accordance with Article L.541-10-13 of the French Environmental Code, MOBILIS has been assigned the following unique identification number for EMPAP: FR263767\_01DCOW. This identifier demonstrates that MOBILIS has fulfilled its obligations to register in the producers' register for this category of products and, where applicable, its obligations to declare the placing on the market to the relevant eco-organisations.

Under the extended producer responsibility scheme for WEEE and in order to comply with its obligations regarding the collection and treatment of this waste, MOBILIS has joined the collective eco-organisation *CITEO*, which is itself approved by the public authorities. The fulfilment of its obligations in this area releases MOBILIS from its responsibility for this waste. In order to finance the EMPAP recycling sector, MOBILIS makes a financial contribution to *CITEO*.

While the reuse of packaging should be prioritised in order to prevent waste production, Customers who have purchased and used Products that generate packaging waste are considered waste holders under the regulations. They are therefore responsible for sorting and disposing of this waste. In accordance with Article R.543-58 of the French Environmental Code, Customers must either:

- Either recycle it themselves,
- Either transfer it by contract to the operator of a recovery facility,
- Either transfer it by contract to an intermediary engaged in the collection, road transport, trading or brokering of waste, governed by Articles R. 541-49 to R.541-61, with a view to its recovery,
- Or hand them over to an approved eco-organisation.

If the Customer delivers its packaging waste to the public waste management service, it must comply with the harmonised sorting rules set out in Article R.543-54, namely: household packaging consisting mainly of glass, steel, aluminium, paper, cardboard, plastic or wood, as well as their caps and lids, emptied of their contents.

*CITEO's* contact details are as follows:

[contact@citeo.com](mailto:contact@citeo.com) +33 (0) 1 81 69 06 00 (free service + call charges). For further information, please visit the *CITEO* website at: <https://www.citeo.com/>

## 14. MISCELLANEOUS

### 14.1. Partial invalidity

The cancellation or inapplicability of one or more clauses of the GTC, pursuant to a law, regulation or following a final decision by a competent court, shall not result in the cancellation of the other clauses, which remain fully valid and applicable.

### 14.2. Non-waiver

The fact that one of the Parties does not at any time require the other party to strictly comply with any provision or condition of the GTC shall in no way be considered a definitive waiver of the exercise of that right.

### 14.3. Applicable law and jurisdiction

The interpretation and validity of the Contract shall be governed by French law.

In the event of a dispute between the Parties concerning the interpretation or performance of the Contract, and before any recourse to the competent courts, the Parties shall endeavour to seek amicable solutions to settle the dispute within thirty (30) days of notification of the dispute by one of the Parties to the other Parties, with the conciliation to be formalised in a document signed by all Parties to the dispute.

**ALL DISPUTES, CLAIMS OR PROCEEDINGS RELATING TO THE EXISTENCE, VALIDITY, INTERPRETATION OR EXECUTION OF THE CONTRACT OR ANY OF ITS PROVISIONS, WHICH THE PARTIES ARE UNABLE TO RESOLVE AMICABLY, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF ANNECY, WITHIN THE JURISDICTION OF MOBILIS' REGISTERED OFFICE.**